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## U. S. DEPARTMENT OF AGRICULTURE.

### INSECTICIDE AND FUNGICIDE BOARD.

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

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## SERVICE AND REGULATORY ANNOUNCEMENTS.<sup>1</sup>

### No. 14.

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#### OPINIONS OF GENERAL INTEREST REGARDING QUESTIONS ARISING UNDER THE INSECTICIDE ACT OF 1910.

**45. Action against bedbugs of a powder composed of quassia, eucalyptus leaves, angelica, white hellebore, sodium borate, and sodium fluorid.**

The above-mentioned substances have all been separately tested against bedbugs and have been found to be inert, hence such a mixture as the above is not effective against bedbugs and should not be sold as a bedbug powder.

**46. Action against roaches of sulphur and anise seed.**

The above-mentioned substances have been tested against roaches by the entomologists of the board and have been found to be inert.

**47. Labeling a roach powder composed of quassia, colocynth, sodium fluorid, sodium borate, and copper sulphate.**

In accordance with section 8 of the Insecticide Act of 1910, the face of the principal label should bear a correct statement of the names and percentage amounts of each and every inert ingredient and the fact they are inert, or, in

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<sup>1</sup> In conformity with memorandum No. 57 of the Acting Secretary of Agriculture, dated Dec. 26, 1913, prescribing a uniform plan for the publication of information bearing on regulatory matters of the Department of Agriculture, this publication will be issued by the Insecticide and Fungicide Board. This publication is the medium for the announcement to the public of notices of court judgments and official decisions under the Insecticide Act of 1910, and opinions of the board relating to the application of the law to specific points. It will be issued as often as is necessary, rather than each month as in the past, and will be numbered consecutively, beginning with No. 10. In order to avoid the publication of unnecessary matter, the letter form has been dispensed with, and those portions of the correspondence which do not bear on the subject in question have been omitted. It should be understood that any of the opinions expressed in the letters from which these extracts are taken are offered in an advisory capacity as representing the opinion of the board in the light of its present knowledge and in the light of the facts presented by the correspondent.

Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each.

lieu of this, a correct statement of the names and percentage amounts of each and every active ingredient and the total percentage of inert ingredients.

In a roach powder composed of the ingredients mentioned, it is the opinion of the Board that sodium fluorid, sodium borate, and copper sulphate are active, while the quassia and colocynth are inert.

**48. Labeling a roach powder composed of borax, cinnamon, chittim bark, and colocynth pulp.**

In accordance with section 8 of the Insecticide Act of 1910, the face of the principal label should bear a correct statement of the names and percentage amounts of each and every inert ingredient and the fact they are inert, or, in lieu of this, a correct statement of the names and percentage amounts of each and every active ingredient and the total percentage of inert ingredients.

In a roach powder composed of the ingredients mentioned, it is the opinion of the board that the borax is active, while cinnamon and colocynth pulp are inert. The board has never tested chittim bark against roaches, hence we can not say whether it is active or inert. We respectfully suggest that the manufacturer have this ingredient tested against roaches by a competent entomologist, since the manufacturer is responsible for placing on his label the statement relative to ingredients required by section 8 of the act.

**49. Relative to removal from labels of the guaranty legend and serial numbers.**

A number of inquiries have been received by the Board as to the attitude of the Department in respect to extending the time within which vendors may continue to use serial numbers and the guaranty legend in labels. Amendment No. 3 to the Rules and Regulations for carrying out the provisions of the Insecticide Act of 1910 issued June 30, 1914, reads in part:

This amendment shall become and be effective on and after May 1, 1916: *Provided*, That as to products packed and labeled prior to May 1, 1916, in accordance with law and with the rules and regulations for carrying out the provisions of the Insecticide Act of 1910, in effect prior to May 1, 1916, this amendment shall become and be effective on and after November 1, 1916: *And provided further*, That compliance with regulation 20, as hereby amended, will be permitted at any time after the date of the signing of this amendment.

In view of the limited number of guaranties filed under the Insecticide Act, the Board has been able to bring Amendment No. 3 to the specific attention of all guarantors with the result that at the present time there are very few serial numbers and legends appearing on labels of insecticide and fungicide preparations.

The investigations made by the Board and also the absence of any action or representations on the part of holders of serial numbers to have the time extended beyond the periods May 1 and November 1, 1916, has convinced the Department that an extension of the time will serve no urgent need.

Accordingly it will be noted that the serial number or the guaranty legend "Guaranteed by (name of the guarantor) under the Insecticide Act of 1910," or any similar guaranty legend, should not be used on products packed or labeled on or after May 1, 1916. As to products which have been packed and labeled prior to May 1, 1916, an additional period of six months will be allowed. On and after November 1, 1916, however, no guaranty legend or serial number should appear upon the label or package of any insecticide, Paris green, lead arsenate, or fungicide while in the channels of commerce described in the Insecticide Act.

## NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.

[Given pursuant to sec. 4 of the Insecticide Act of 1910.]

**201. Adulteration and misbranding of "Naphthal-Kali." U. S. v. Manhattan Food Co. Plea of guilty. Fine, \$10. (I. & F. No. 275. Dom. No. 7732.)**

On July 15, 1914, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against the Manhattan Food Co., Oakland, Cal., a corporation, alleging the shipment and delivery for shipment, on March 11, 1913, from San Francisco, in the State of California, to Portland, in the State of Oregon, of a quantity of an article called "Naphthal-Kali," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in six cans, labeled as follows: "Naphthal-Kali Awarded Gold Medal California State Fair, 1897 (Representations of Fowls) Red Ball Brand For Chicken Lice, Skippers, Fleas, Mites. Phenols . . 13% Cresylic acid . . 4% Tar acid and hydrocarbons . . 43% Potash . . 7% Rosin . . 18% Water . . 15% Serial No. C 796. Guaranteed by Manhattan Food Co. under Insecticide Act of 1910. \* \* \* Put up by Manhattan Food Co. 2001-2003 East 14th St., Oakland, Cal. \* \* \* Our spray is to be used against Chicken Cholera, Roup and all contagious diseases. Every poultryman has experienced Chicken Cholera and Diarrhea amongst his Poultry. This disease is of a bacteriological nature, and this is why a powerful and at the same time a non-poisonous germicide and disinfectant is demanded. \* \* \* The birds should be separated, the coops thoroughly sprayed, then make a solution of Naphthal-Kali one part, water 1000 parts. Soak all their whole grain feed in the same solution and let them drink all they want of this prepared water,—this will kill all Bacteria and Microbes. Hang old sacks or old clothes around in the chicken house, dipped in a solution of Naphthal-Kali one part and water 100 parts. This will purify and sweeten the atmosphere. \* \* \*"

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, and that its strength fell below the professed standard and quality under which it was sold in this, that statements on the labels were calculated to convey the meaning and impression, and professed that the article was of the standard and quality of containing phenols in the proportion of 13 per cent and cresylic acid in the proportion of 4 per cent, whereas, in fact and in truth, the article contained phenols in a proportion much less than 13 per cent and cresylic acid in a proportion less than 4 per cent, phenols and cresylic acid being substances having insecticidal and fungicidal properties.

Misbranding of the article was alleged in that it was an insecticide, and that the statements on the labels to the effect that the article contained phenols in a proportion of 13 per cent; that it contained cresylic acid in the proportion of 4 per cent; that it contained potash in the proportion of 7 per cent; that if poultry affected with cholera or diarrhea were separated and the coops thoroughly sprayed, and if the whole grain feed of such poultry were soaked in a solution of 1 part of the article to 1,000 parts of water, and if such poultry were allowed to drink all they wanted of such solution, all bacteria and microbes would be killed by such treatment, and that if old sacks or old clothes were dipped in a solution of 1 part of the article to 100 parts of water and hung in the chicken house the atmosphere would be purified and sweetened



thereby, were false and misleading, in that the article, in fact and in truth, contained phenols in a proportion less than 13 per cent; contained cresylic acid in a proportion less than 4 per cent; contained potash in a proportion less than 7 per cent; if poultry affected with cholera or diarrhea and their coops and grain feed were treated in the said method and manner all bacteria and microbes would, in fact and in truth, not be killed by such treatment; and if the article were applied in chicken houses in the said method and manner the atmosphere would, in truth and in fact, not be purified and sweetened thereby. Misbranding of the article was alleged further, in that it was an insecticide, and that it was labeled and branded so as to deceive and mislead the purchaser into the belief that the article contained phenols in the proportion of 13 per cent; that the article contained cresylic acid in the proportion of 4 per cent; that the article contained potash in the proportion of 7 per cent; that if poultry affected with cholera or diarrhea were separated and the coops thoroughly sprayed, and the whole-grain food of such poultry were soaked in a solution of 1 part of the article to 1,000 parts of water, if such poultry were allowed to drink all they wanted of such solution, all bacteria and microbes would be killed by such treatment; and that if old sacks and old clothes were dipped in a solution of 1 part of the article to 100 parts of water and hung in chicken houses the atmosphere would be purified and sweetened thereby; whereas, in fact and in truth, the article contained phenols in a proportion much less than 13 per cent; cresylic acid in a proportion less than 4 per cent; potash in a proportion less than 7 per cent; if poultry affected with cholera or diarrhea and their coops and grain feed were treated in the said method and manner all bacteria and microbes would not be killed by such treatment; and if the article were applied in the chicken houses in the said method and manner the atmosphere would not be purified and sweetened thereby. Misbranding was alleged further, in that the article was an insecticide other than Paris greens and lead arsenates, which consisted partially of an inert substance, water, which does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of said inert ingredient were not stated correctly on the labels, nor in lieu of the name and the percentage amount of said inert ingredient were the names and percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of said inert ingredient stated correctly on said labels.

On July 24, 1914, the defendant, the Manhattan Food Co., entered a plea of guilty, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**262. Misbranding of "Fuller's Carbolic Sheep Dip." U. S. v. W. P. Fuller & Co. Plea of guilty. Fine, \$50. (I. & F. No. 267. Dom. No. 7736.)**

On July 13, 1914, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against W. P. Fuller & Co., San Francisco, Cal., a corporation, alleging the shipment and delivery for shipment, on March 16, 1913, from San Francisco, in the State of California, to Portland, in the State of Oregon, of a quantity of an article called "Fuller's Carbolic Sheep Dip" which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 24 cans labeled as follows: "Fuller's Carbolic Insecticide Fuller's Carbolic Sheep Dip W. P. Fuller & Co. San Francisco. Sacramento, Oakland, Stockton, Los Angeles,

Pasadena, San Diego, Portland, Seattle, Tacoma, and Spokane. Fuller's Carbolic Sheep Dip and Cattle Wash Register No. C.=27 W. P. Fuller & Co., San Francisco Manufacturers Analysis:—Crude Carbolic Acid (Phenols . . 20% Creosote Oils . . 80%) . . 45.5% Whale Oil Soap . . 4.0% Inert Ingredients . . 50.5% . . 100.00%”

Misbranding of the article was alleged in the information for the reason that it was an insecticide other than Paris green and lead arsenate, and that its strength fell below the professed standard and quality under which it was sold, in that statements on the labels operated to state, and professed, that the article contained phenols in the proportion of 9.1 per cent thereof, creosote oils in the proportion of 36.4 per cent thereof, whale-oil soap in the proportion of 4 per cent thereof, and inert ingredients in the proportion of 50.5 per cent thereof, whereas, in fact and in truth, the article contained phenols in a proportion much less than 9.1 per cent, creosote oils in a proportion much less than 36.4 per cent, whale-oil soap in a proportion much less than 4 per cent, and inert ingredients in a proportion much greater than 50.5 per cent, said phenols, creosote oils, and whale-oil soap being substances having insecticidal properties, and said inert ingredients being substances not having the property of preventing, destroying, repelling, or mitigating insects. Misbranding of the article was alleged further, in that it was an insecticide, and that statements on the labels regarding the article were false and misleading in that they were calculated to convey the meaning and impression that the article contained phenols in the proportion of 9.1 per cent thereof, creosote oils in the proportion of 36.4 per cent thereof, whale-oil soap in the proportion of 4 per cent thereof, and inert ingredients in the proportion of 50.5 per cent thereof; whereas, in fact and in truth, the article contained phenols in a proportion much less than 9.1 per cent thereof, creosote oils in a proportion much less than 36.4 per cent thereof, whale-oil soap in a proportion much less than 4 per cent thereof, and inert ingredients in a proportion much greater than 50.5 per cent thereof. Misbranding of the article was alleged further, in that it was an insecticide, and that statements on the labels regarding the article were calculated to deceive and mislead the purchaser into the belief that the article contained phenols in the proportion of 9.1 per cent thereof, creosote oils in the proportion of 36.4 per cent thereof, whale-oil soap in the proportion of 4 per cent thereof, and inert ingredients in the proportion of 50.5 per cent thereof; whereas, in fact and in truth, the article contained phenols in a proportion much less than 9.1 per cent thereof, creosote oils in a proportion much less than 36.4 per cent thereof, whale-oil soap in a proportion much less than 4 per cent thereof, and inert ingredients in a proportion much greater than 50.5 per cent thereof. Misbranding of the article was further alleged, in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert ingredient was not stated plainly and correctly on the labels, nor, in lieu of the name and the percentage amount of said inert ingredient, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of inert ingredients present stated correctly on the said labels.

On July 27, 1914, the defendant, W. P. Fuller & Co., entered a plea of guilty, and the court imposed a fine of \$50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**203. Adulteration and misbranding of "Cedar Spray." U. S. v. One Hundred Cans, more or less, of C. T. Hunter's Cedar Spray. Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 264. S. No. 16. Dom. No. 8284.)**

On June 8, 1914, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed a libel in the District Court of the United States for said District praying condemnation and forfeiture of 100 cans of an insecticide called "C. T. Hunter's Cedar Spray." It was alleged that the article remained unsold, was being offered for sale, and was intended to be sold in the District of Columbia, and that it was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The cans containing the article were labeled as follows: "C. T. Hunter's Cedar Spray A Disinfectant that Kills All Insects Will not stain bed clothing It has no equal for instantly removing Roaches, Bedbugs, Waterbugs, Moths, Mosquitoes, Lice and Other Insects. Shake well before using. Prices (Including Mouth Sprayer): 1/2 pint, 25¢; pint, 35¢; quart, 50¢; gal., \$2. \* \* \* C. T. Hunter Co., 113 Pa. Ave., N. W., Phone, Main 5458, Washington, D. C. \* \* \* Cedar Spray has a clean, healthy odor, and should be used in disinfecting the home and purifying the air. Destroys all odors from cooking, sickness or drainage. Should be used liberally in public buildings, school houses, churches and stores. Spray the closet, sinks and cuspidors. Germs between trap and strainer killed by spraying daily. It kills bed bugs; roaches, ants, moths, water bugs, fleas, lice and similar vermin instantly. Keeps rats and mice away. Do not spray cats. All larger animals may be lightly sprayed. Spray head linings of automobiles and carriages, cushions, robes, etc. Spray freely locations infested with roaches and water bugs. A fine disinfectant and deodorizer for country outhouses, closets and cesspools. Used by over 10,000 homes for last 15 years. Agents wanted everywhere. Endorsed by the U. S. Government. Pint can with spray 25¢ Pint can with spray 25¢." A pamphlet or circular distributed with the said cans contained the words and statements as follows: "For the health of the Household C. T. Hunter Co.'s Cedar Spray 'Cedarmist' Insecticide, Disinfectant, Deodorizer For the House, Camp, Laundry, Stable, Poultry House, Market, Restaurant, Warehouse, Public Buildings, Lodging Houses. Destroys all Bad Odors, Kills Vermin, Purifies the Atmosphere. Use for the Comfort of the Home. Manufactured only by C. T. Hunter Company, 113 Penna. Ave. N. W. Washington, D. C. Phone, M. 5458. \* \* \* Factories. Should be used in factories by carpet cleaners, mattress makers, upholsterers and feather renovators, in order to minimize the dangers of disease arising from their occupation; to promote cleanliness and destroy vermin. \* \* \* Poultry Houses. Spray roosts and perches frequently. Lice will not live where the spray is used. \* \* \* A winter disinfectant With the Odor of the Woods Germicide In the colder months the house needs frequent spraying. Kills germs, lays dust. Spray well before sweeping. Use freely about the house during illness."

Adulteration of the article was alleged in the libel in that it was an insecticide other than Paris green and lead arsenate, and that its strength and purity fell below the professed standard and quality under which it was sold, in this, that it was labeled "Cedar Spray" on each of the cans, which was calculated to convey the meaning and impression, and professed that the said article consisted wholly or in part of a cedar product, whereas, in fact and in truth, it did not consist wholly or in part of a cedar product. Adulteration of the article was alleged further, in that substances other than a cedar product had been substituted wholly for the said article.



Misbranding of the article was alleged in the libel in that the words "Cedar Spray," borne on the labels on the cans containing the article, and contained in the pamphlets or circulars accompanying the said cans, were false and misleading in that they were calculated to convey the meaning and impression that the article consisted wholly or in part of a cedar product; and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that the article consisted wholly or in part of a cedar product; whereas, in truth and in fact, it did not consist wholly or in part of a cedar product. Misbranding was further alleged in that the statements, "Prices (including Mouth Sprayer) \* \* \* pint, 35¢," and "Pint can with spray 25¢," borne on the labels, were false and misleading in that they were calculated to convey the meaning and impression, and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief, that each of the cans contained 1 pint of the article; whereas, in fact and in truth, each of the cans contained much less than 1 pint thereof. Misbranding was alleged further in that the statement, "A disinfectant that kills all insects," borne on the labels, was false and misleading, and the article was labeled and branded so as to deceive the purchaser thereof into the belief that it was an effective disinfectant and would kill all insects, whereas, in fact and in truth, it was not effective as a disinfectant and would not kill all insects. Misbranding was alleged further, in that the statement, "It has no equal for instantly removing roaches, bedbugs, water bugs, moths, mosquitoes, lice, and other insects," borne on the labels on each of the cans, was false and misleading, and the article was labeled and branded so as to deceive the purchaser thereof into the belief that it had no equal for instantly removing roaches, bedbugs, water bugs, moths, mosquitoes, lice, and other insects; whereas, in fact and in truth, it was not unequal for removing the said insects. Misbranding was alleged further, in that the statement, "Cedar Spray \* \* \* should be used in disinfecting the home and purifying the air," borne on the labels on the cans, was false and misleading, in that it conveyed the meaning and impression, and the article was labeled and branded so as to deceive and mislead the purchaser into the belief, that it was effective for disinfecting houses and for purifying the air; whereas, in fact and in truth, it was not effective for disinfecting houses and would not purify the air. Misbranding was alleged further, in that the statement, "Destroys all odors from cooking, sickness or drainage," borne on the labels on the cans, was false and misleading, and the article was labeled and branded so as to deceive and mislead the purchaser into the belief that it would destroy odors from cooking, sickness, or drainage; whereas, in fact and in truth, the article would not destroy odors from cooking, sickness, or drainage. Misbranding was alleged further, in that the statements, "Spray the closet, sinks and cuspidors. Germs between trap and strainer killed by spraying daily," borne on the labels on the cans, were false and misleading in that they conveyed the meaning and impression, and the article was labeled and branded so as to deceive the purchaser thereof into the belief, that if sinks were sprayed daily with the said article germs between the trap and strainer would be killed thereby; whereas, in fact and in truth, spraying sinks with the article would not kill germs between the trap and strainer. Misbranding was alleged further, in that the statement, "A fine disinfectant and deodorizer for country outhouses, closets and cesspools," borne on the labels on the cans, was false and misleading, and the article was labeled and branded so as to deceive and mislead the purchaser into the belief that the article was an effective disinfectant and deodorizer for country outhouses, closets, and cesspools; whereas,

in fact and in truth, it was not an effective disinfectant nor an effective deodorizer for country outhouses, closets, and cesspools. Misbranding was alleged further, in that the statement, "Endorsed by the U. S. Government," borne on the labels of the cans, was false and misleading, and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that the article was or had been endorsed by the United State Government; whereas, in fact and in truth, the article was not and had not been endorsed by the United States Government. Misbranding was alleged further, in that the statement, "Destroys all Bad Odors, Kills Vermin, Purifies the Atmosphere," contained in a pamphlet or circular which accompanied the cans, was false and misleading, and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that the article would destroy bad odors, kill all vermin, and purify the atmosphere; whereas, in fact and in truth, it would not destroy bad odors, would not kill all vermin, and would not purify the atmosphere. Misbranding was alleged further, in that the statement, "Should be used in factories by carpet cleaners, mattress makers, upholsterers and feather renovators in order to minimize the dangers of disease arising from their occupation," contained in the said pamphlet or circular, was false and misleading in that it was calculated to convey the meaning and impression, and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that the article, if used in factories by carpet cleaners, mattress makers, upholsterers, and feather renovators, would minimize the dangers of disease arising from their occupation; whereas, in fact and in truth, if used by persons engaged in such occupations, it would not minimize the dangers of disease arising from such occupations. Misbranding was alleged further, in that the statements, "Poultry Houses, Spray roosts and perches frequently. Lice will not live where the spray is used," contained in the said pamphlet or circular, were false and misleading in that they conveyed the meaning and impression, and the article was labeled and branded so as to deceive and mislead the purchaser into the belief, that if sprayed frequently on roosts and perches of poultry houses it would be an effective remedy for chicken lice; whereas, in fact and in truth, the article, if sprayed frequently on roosts and perches of poultry houses, would not be an effective remedy for chicken lice. Misbranding was alleged further, in that the statements, "A winter disinfectant With the Odor of the Woods Germicide In the colder months the house needs frequent spraying. Kills germs," contained in the said pamphlet or circular, were false and misleading in that they were calculated to convey the meaning and impression, and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief, that it was effective as a disinfectant and germicide; whereas, in fact and in truth, it was not effective as a disinfectant and germicide.

On January 18, 1915, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**204. Misbranding of "Germs Animal Dip." U. S. v. Germs Manufacturing Co. Plea of guilty. Fine, \$10 and costs. (I. & F. No. 296. Dom. No. 8216.)**

On March 24, 1915, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against the Germs Manufacturing Co., Sedalia, Mo., a corporation, alleging the shipment

and delivery for shipment, on July 3, 1912, from Sedalia, in the State of Missouri, to Des Moines, in the State of Iowa, a quantity of an article called "Germo Animal Dip" which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 24 cans labeled as follows: "Germo Animal Dip Reg. U. S. Pat. Off. For Horses, Cattle, Sheep, Hogs, Dogs & Poultry Manufactured at the Laboratory of the Germo Mfg. Co. Sedalia, Mo., U. S. A. Directions \* \* \* Germo Manufacturing Co., Sedalia, Missouri."

Misbranding of the article was alleged in the information in that it was an insecticide and consisted partially of an inert substance, to wit, water, which ingredient did not, and does not, prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the inert ingredient were not stated plainly or correctly on the cans containing the insecticide, or on any of the labels thereon, nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient having insecticidal properties and the total percentage of the inert ingredient present in said insecticide stated plainly and correctly on the cans or the labels thereon.

On April 12, 1915, the defendant, the Germo Manufacturing Co., entered a plea of guilty, and the court imposed a fine of \$10 and costs.

*Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**205. Adulteration and misbranding of "Ferris Cedarol Fluid." U. S. v. The Ferris Chemical Co. Plea of guilty. Fine, \$25. (I. & F. No. 253. Dom. No. 7662.)**

On July 20, 1914, the United States attorney for the District of New Jersey acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against The Ferris Chemical Co., Upper Black Eddy, Pa., a corporation, alleging the shipment and delivery for shipment, on February 20, 1912, from Milford, in the State of New Jersey, to Detroit, in the State of Michigan, of a quantity of an article called "Ferris Cedarol Fluid" which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in six cans labeled as follows: "Ferris 'Cedarol' Fluid Ferris Cedarol Fluid is made from the oils and extracts of Cedar Leaves, combined with certain mineral gases, and as an insecticide, germicide, and disinfectant for household use, it has no equal in the world today \* \* \* It is the greatest known insecticide, and instantly kills roaches, bedbugs, fleas, moths, ants, mosquitoes and other insects, \* \* \* A little of the fluid rubbed on animals and fowls will kill fleas and vermin \* \* \* The Ferris Chemical Company, Trenton, N. J."

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, and that its strength and purity fell below the professed standard and quality under which it was sold in this, that the statements on the labels, to wit, "Ferris 'Cedarol' Fluid," and "Ferris Cedarol Fluid is made from the oils and extracts of Cedar Leaves combined with certain mineral gases," were calculated to convey the meaning and impression, and professed, that the article was of the standard and quality of being composed essentially and for the most part of oils and extracts of cedar leaves, whereas, in fact and in truth, it was composed essentially and for the most part of a light mineral oil and contained only a small proportion of oils of the nature of cedar oil. Adulteration of the article was alleged further, in that a substance had been substituted in part for the said insecticide, in this, that the statements on the label, to wit, "Ferris 'Cedarol' Fluid," and "Ferris Cedarol Fluid is made from the oils and extracts of Cedar Leaves combined



with certain mineral gases," conveyed the meaning and impression that the article was composed essentially and for the most part of oils and extracts of cedar leaves combined with certain mineral gases, whereas, in fact and in truth, a light mineral oil other than oils and extracts of cedar leaves combined with certain mineral gases had been substituted in part for the insecticide.

Misbranding of the article was alleged in that it was an insecticide, and that the statements on the labels, to wit, "Ferris 'Cedarol' Fluid" and "Ferris Cedarol Fluid is made from the oils and extracts of Cedar Leaves combined with certain mineral gases," were false and misleading in that they conveyed the meaning and impression that the article was composed essentially and for the most part of oils and extracts of cedar leaves combined with certain mineral gases, and the article was labeled and branded so as to deceive or mislead the purchaser thereof into the belief that it was composed essentially and for the most part of oils and extracts of cedar leaves combined with certain mineral gases, whereas, in fact and in truth the article was composed essentially and for the most part of a light mineral oil and contained only a small proportion of oils of the nature of cedar oil. Misbranding of the article was alleged further, in that statements on the labels to the effect that the said insecticide, as an insecticide, germicide, and disinfectant for household use, had no equal in the world, that it was the greatest known insecticide, that it would instantly kill all household insects, and that a little of the article rubbed on animals and fowls would kill all vermin affecting animals and fowls, were false and misleading, and the article was labeled and branded so as to deceive and mislead the purchaser thereof into the belief that the article, as an insecticide, germicide, and disinfectant for household use, had no equal in the world, that it was the greatest known insecticide, that it would instantly kill all household insects, that a little of the article rubbed on animals and fowls would kill all vermin affecting animals and fowls; whereas, in fact and in truth, the article was not unequaled as an insecticide, as a germicide, or as a disinfectant for household use, was not the greatest insecticide known, could not be used or applied in such a manner as to be practical and effective in killing all household insects, and a little of the article rubbed on animals and fowls would not kill all vermin affecting animals and fowls.

On June 2, 1915, the defendant, The Ferris Chemical Co., entered a plea of guilty, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**206. Adulteration and misbranding of "Lime Sulphur Solution." U. S. v. Riches, Piver & Co. Plea of guilty. Fine, \$25. (I. & F. No. 269. Dom. No. 8024.)**

On July 20, 1914, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against Riches, Piver & Co., New York, N. Y., a corporation, alleging the shipment and delivery for shipment on April 3, 1913, from Weehawken, in the State of New Jersey, into the State of Connecticut of a quantity of an article called "Lime Sulphur Solution" which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in two cans labeled as follows: "Lime Sulphur Solution Concentrated to 33° Baumé. Analysis: Sulphur 25%, Lime 10%, Water and Inert Matter not over 67%. Directions: For spraying during the dormant season use at the rate of 1 gallon to 8 to 11 gallons of water. For summer spraying 1 to 25 or 30. Guaranteed. Guaranteed by Riches-Piver Co.,



under the Insecticide Act of 1910. Serial No. 420. Riches-Piver & Co., 81 Fulton St., New York. Factory, Hoboken, New Jersey."

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, the strength and purity of which fell below the professed standard and quality under which it was sold; that is to say, the statements, to wit, "Concentrated to 33° Baumé. Analysis: Sulphur 25%, Lime 10%, Water and Inert Matter not over 67%," borne on the labels on each of the packages containing the article, were calculated to convey the meaning and impression, and professed, that the article was of the strength and purity of being of a density of 33° Baumé, of containing sulphur in the proportion of 25 per cent thereof, of containing lime in the proportion of 10 per cent thereof, and of containing water and other inert matter in a proportion not greater than 67 per cent thereof; whereas, in fact and in truth, the density of the article was less than 33° Baumé; it contained sulphur in a proportion less than 25 per cent thereof, said sulphur being a substance having insecticidal properties; it contained lime in a proportion less than 10 per cent thereof, said lime being a substance having insecticidal properties; and it contained water and other inert matter in a proportion greater than 67 per cent thereof, said water and other inert matter being substances which do not prevent, destroy, repel, or mitigate insects.

Misbranding of the article was alleged in the information in that it was an insecticide, and the statements, to wit, "Concentrated to 33° Baumé. Analysis: Sulphur 25%, Lime 10%, Water and Inert Matter not over 67%," borne on the labels, were false and misleading in that they were calculated to convey the meaning and impression that the density of the article was 33° Baumé, that it contained sulphur in the proportion of 25 per cent thereof, lime in the proportion of 10 per cent thereof, and water and other inert matter in a proportion not greater than 67 per cent thereof; whereas, in fact and in truth, the density of the article was less than 33° Baumé, it contained sulphur in a proportion less than 25 per cent thereof, lime in a proportion less than 10 per cent thereof, and water and other inert matter in a proportion greater than 67 per cent thereof. Misbranding of the article was alleged further, in that it was an insecticide, and the statements, to wit, "Concentrated to 33° Baumé. Analysis: Sulphur 25%, Lime 10%, Water and Inert Matter not over 67%," borne on the labels, were calculated to deceive and mislead the purchaser into the belief that the density of the article was 33° Baumé, that it contained sulphur in the proportion of 25 per cent thereof, lime in the proportion of 10 per cent thereof, and water and other inert matter in a proportion not greater than 67 per cent thereof; whereas, in fact and in truth, the density of the article was less than 33° Baumé, it contained sulphur in a proportion less than 25 per cent thereof, lime in a proportion less than 10 per cent thereof, and water and other inert matter in a proportion greater than 67 per cent thereof.

On September 14, 1914, the defendant, Riches, Piver & Co. entered a plea of not guilty. On December 17, 1915, the defendant withdrew its plea of not guilty and entered a plea of guilty, and the court imposed a fine of \$25.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**207. Misbranding of "Bowe's Blue Label Slug Destroyer." U. S. v. Fred M. Bowe. Plea of guilty. Fine, \$5. (I. & F. No. 319. Dom. No. 7750.)**

On July 1, 1915, the United States attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against Fred M. Bowe, Portland, Oreg., alleging that said Fred M. Bowe, on March 5, 1913, sold and

delivered to the Portland Seed Co., Portland, Oreg., a corporation, a certain quantity of an article called "Bowe's Blue Label Slug Destroyer," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in packages labeled as follows: "Bowe's Blue Label Slug Destroyer Price 25 cents (Representation of insect and boy with package, with words 'Slug Powder') Trade Mark The only effective remedy for slugs. Guaranteed to do the work or money refunded. This package contains Inert Ingredient Land Plaster 40%, Lamp Black 03%, Active Ingredient 57%—100%. Guaranteed by Fred M. Bowe under the Insecticide Act of 1910, Serial No. 634. For Slugs there is nothing on the market to equal this powder. Directions for Using For Slugs & Cut Worms on Pansies, Sweet Peas, and all Plants and Garden Truck, sprinkle this powder lightly over and around the plants. If Slugs are very troublesome it is well to sprinkle a small amount over the seed before covering over. For Worms on Plants and Rose bushes sprinkle or dust this powder on the buds, leaves and stems. The under side of the leaf is best. For this purpose a powder blower will be found very handy and economical to use. Also put a small amount on the ground around the body of the bush. For Cabbage Lice & Worms Apply the same as for roses or use one part powder to 10 parts water. Mix thoroughly, keeping it well stirred. Apply with a sprinkler or sprayer. Will not lose its strength if kept in a dry place. For Sale by all the leading Seed Stores This powder will not harm the most delicate plant. Manufactured only by F. M. Bowe Portland, Ore."

Misbranding of the article was alleged in that it was an insecticide, and that the statement on the labels, "Bowe's Blue Label Slug Destroyer," was false and misleading in that it conveyed the meaning and impression that the article would destroy all slugs, whereas, in fact and in truth, it would not destroy all slugs; that the statement on the labels, "The only effective remedy for slugs," was false and misleading in that it conveyed the meaning and impression that the article would be an effective remedy for all slugs, whereas, in fact and in truth, it would not be an effective remedy for all slugs; and that the statement on the labels, "For Slugs there is nothing on the market to equal this powder," was false and misleading in that it conveyed the meaning and impression that there was no substance and preparation on the market which was equal to it in efficacy against slugs, whereas, in fact and in truth, there were other preparations on the market which were equal to it in efficacy against slugs; that the statements on the labels, "For Slugs and Cut Worms on Pansies, Sweet Peas, and all Plants and Garden Truck, sprinkle this powder lightly over and around the plants. If Slugs are very troublesome it is well to sprinkle a small amount over the seed before covering over," were false and misleading in that they conveyed the meaning and impression that the article would be effective against cutworms infesting pansies, sweet peas, and all plants and garden truck, if applied by sprinkling the article lightly over and around such plants, and that the article would be effective against all slugs infesting pansies, sweet peas, and all plants and garden truck, if applied by sprinkling the article over and around such plants and by sprinkling a small amount thereof over the seed before covering over, whereas, in fact and in truth, the article would not be effective against cutworms infesting pansies, sweet peas, and all plants and garden truck, and would not be effective against all slugs infesting pansies, sweet peas, and all plants and garden truck, if applied in the said method and manner; that the statement on the labels, "For Worms on Plants and Rose bushes sprinkle or dust this powder on the buds, leaves and stems," was false and misleading in that it conveyed the meaning and impression that the article would be effective against all worms infesting plants and rose bushes if applied to such plants and rose bushes by sprinkling or dusting the article on the buds, leaves,



and stems, whereas, in fact and in truth, the article would not be effective against all worms infesting plants and rose bushes if applied in the said method and manner; and that the statements on the labels, "For Cabbage Lice & Worms Apply the same as for roses or use one part powder to 10 parts water. Mix thoroughly, keeping it well stirred. Apply with a sprinkler or sprayer," were false and misleading in that they conveyed the meaning and impression that the article would be effective against cabbage lice and cabbage worms if applied by sprinkling or dusting the article on the plants or by sprinkling or spraying the plants with the article in the proportion of one part thereof to ten parts of water, whereas, in fact and in truth, the article would not be effective against cabbage lice and cabbage worms if applied in the said method and manner. Misbranding was alleged further, in that the statement on the labels, "Bove's Blue Label Slug Destroyer," was calculated to deceive and mislead the purchaser into the belief that the article would destroy all slugs, whereas, in fact and in truth, it would not destroy all slugs; that the statement on the labels, "The only effective remedy for slugs," was calculated to deceive and mislead the purchaser into the belief that the article would be an effective remedy for all slugs, whereas, in fact and in truth, it would not be an effective remedy for all slugs; that the statement on the labels, "For Slugs there is nothing on the market to equal this powder," was calculated to deceive and mislead the purchaser into the belief that there was no substance and preparation on the market which was equal to it in efficacy against slugs, whereas, in fact and in truth, there were other preparations on the market which were equal to it in efficacy against slugs; that the statements on the labels, "For Slugs & Cut Worms on Pansies, Sweet Peas, and all Plants and Garden Truck, sprinkle this powder lightly over and around the plants. If Slugs are very troublesome it is well to sprinkle a small amount over the seed before covering over," were calculated to deceive and mislead the purchaser into the belief that the article would be effective against cut worms infesting pansies, sweet peas, and all plants and garden truck if applied by sprinkling the article lightly over and around such plants, and that the article would be effective against all slugs infesting pansies, sweet peas, and all plants and garden truck if applied by sprinkling the article over and around such plants, and by sprinkling a small amount thereof over the seed before covering over, whereas, in fact and in truth, the article would not be effective against cutworms infesting pansies, sweet peas, and all plants and garden truck, and would not be effective against all slugs infesting pansies, sweet peas, and all plants and garden truck if applied in the said method and manner; that the statement on the labels, "For Worms on Plants and Rose bushes sprinkle or dust this powder on the buds, leaves and stems," was calculated to deceive and mislead the purchaser into the belief that the article would be effective against all worms infesting plants and rose bushes if applied to such plants and rose bushes by sprinkling or dusting the article on the buds, leaves, and stems, whereas, in fact and in truth, the article would not be effective against all worms infesting plants and rose bushes if applied thereto in the said method and manner; and that the statements on the labels, "For Cabbage Lice & Worms Apply the same as for roses or use one part powder to 10 parts water. Mix thoroughly, keeping it well stirred. Apply with a sprinkler or sprayer," were calculated to deceive and mislead the purchaser into the belief that the article would be effective against cabbage lice and cabbage worms, if applied by sprinkling or dusting the article on the plants or by sprinkling or spraying the plant with said insecticide in the proportion of 1 part thereof to 10 parts of water, whereas, in fact and in truth, the article would not be effective against cabbage lice and cabbage worms if applied in the said method and manner.

It was alleged further that before the sale and delivery of the article by Fred M. Bowe to the Portland Seed Co., said Fred M. Bowe affixed to the labels a guaranty as follows: "Guaranteed by Fred M. Bowe under the Insecticide Act of 1910, Serial No. 634," which was borne on the labels on the packages at the time of said sale and delivery; that on April 16, 1913, the Portland Seed Co., a corporation, wrongfully and unlawfully shipped and delivered for shipment from Portland, in the State of Oregon, to Vancouver, in the State of Washington, six packages of the said article, and that the said packages and contents and labels thereof were not altered in any manner whatsoever after the said sale and delivery by Fred M. Bowe to the Portland Seed Co., and, when shipped and delivered for shipment by the said Portland Seed Co., were intact and in the identical condition as when received by the Portland Seed Co. from Fred M. Bowe, whereby Fred M. Bowe, by reason of the sale and delivery of the article, and by reason of the guaranty affixed thereto, was amenable to prosecutions, fines, and penalties which would, but for the guaranty aforesaid, attach to the Portland Seed Co.

On July 9, 1915, the defendant, Fred M. Bowe, entered a plea of guilty, and the court imposed a fine of \$5.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**208. Misbranding of "San-O-La." U. S. v. Rochester Germicide Co. Plea of nolo contendere. Fine, \$10. (I. & F. No. 303. Dom. No. 7347.)**

On June 22, 1915, the United States attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against the Rochester Germicide Co., Rochester, N. Y., a corporation, alleging the shipment and delivery for shipment on August 30, 1912, from Rochester, in the State of New York, to Boston, in the State of Massachusetts, of a quantity of an article called "San-O-La," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in three cans, each labeled as follows: "San-O-La \* \* \* San-o-la \* \* \* has a wood tar creosote basis, and combined with this are other chemicals of our own make, thereby producing one of the most agreeable and positive general disinfectants and cleansers to be found today. \* \* \* For cleansing, purifying and disinfecting hospitals, schools, office blocks, railway stations and coaches, hotels, public institutions, factories, etc., etc., wash floors with it regularly. This will kill all disease germs and vermin and remove all odors. Before laying carpets, wash floor to cleanse and protect against moths. \* \* \* Two tablespoonfuls to pail of water or one pint to five gallons of water \* \* \* To disinfect stables, and free it from lice and vermin, sprinkle or spray the stalls and floors and flush the gutters freely two or three times a week; \* \* \* Two tablespoonfuls to pail, or one pint to five gallons of water. \* \* \* Prepared and for sale by Rochester Germicide Co. Rochester, N. Y., U. S. A."

Misbranding of the article was alleged in that it was an insecticide and fungicide, and that the statement "San-o-la has a wood tar creosote basis," borne on the labels, was false and misleading in that it did not have a wood tar creosote basis; that the statements, "For cleansing, purifying, and disinfecting hospitals, schools, office blocks, railway stations and coaches, hotels, public institutions, factories, etc., etc., wash floors with it regularly. This will kill all disease germs and vermin and remove all odors. \* \* \* Two tablespoonfuls to pail of water or one pint to five gallons of water," borne on the labels, were false and misleading in that the article, if applied to hospitals, schools, office blocks, railway stations and coaches, hotels, public institutions,



and factories, in the said method and manner and in the said strength and proportion, would not kill all vermin and would not remove all odors; that the statement, "Before laying carpets, wash floor to cleanse and protect against moths. \* \* \* Two tablespoonfuls to pail of water or one pint to five gallons of water," borne on the labels, was false and misleading in that the article, if applied in the said method and manner and in the said strength and proportion would not protect carpets against moths; and that the statement, "To disinfect stables, and free it from lice and vermin, sprinkle or spray the stalls and floors and flush the gutters freely two or three times a week; \* \* \* Two tablespoonfuls to pail, or one pint to five gallons water," borne on the labels, was false and misleading in that the article, if applied in the said strength and proportion and in the said method and manner would not free stables from all vermin. Misbranding was alleged further, in that the statement, "San-o-la has a wood tar creosote basis," borne on the labels, was calculated to deceive and mislead the purchaser into the belief that the article had a wood tar creosote basis, whereas, in fact and in truth, it did not have a wood tar creosote basis; that the statements, "For cleansing, purifying and disinfecting hospitals, schools, office blocks, railway stations and coaches, hotels, public institutions, factories, etc., etc., wash floors with it regularly. This will kill all disease germs and vermin and remove all odors. \* \* \* Two tablespoonfuls to pail of water or one pint to five gallons of water," borne on the labels, were calculated to deceive and mislead the purchaser into the belief that the article, if applied to hospitals, schools, office blocks, railway stations and coaches, hotels, public institutions and factories, by washing floors regularly with a solution of 2 tablespoonfuls of the article to 5 gallons of water, would kill all vermin and would remove all odors, whereas, in fact and in truth, the article, if applied to hospitals, schools, office blocks, railway stations and coaches, hotels, public institutions and factories, in the said method and manner and in the said strength and proportions, would not kill all vermin, and would not remove all odors; that the statement, "Before laying carpets, wash floor to cleanse and protect against moths. \* \* \* Two tablespoonfuls to pail of water or one pint to five gallons of water," borne on the labels, was calculated to deceive and mislead the purchaser into the belief that if it were applied by washing floors, before laying carpets, in the proportion and strength of 2 tablespoonfuls to a pail of water or 1 pint to 5 gallons of water, it would protect carpets against moths, whereas, in fact and in truth, the article, if applied in the said method and manner and in the said strength and proportion, would not protect carpets against moths; in that the statement, "To disinfect stables, and free it from lice and vermin, sprinkle or spray the stalls or floors and flush the gutters freely two or three times a week; \* \* \* Two tablespoonfuls to pail, or one pint to five gallons water," borne on the labels, was calculated to deceive and mislead the purchaser into the belief that the article, if applied to stables by sprinkling or spraying the stalls and floors and flushing the gutters freely two or three times a week with a solution of the strength and proportion of 2 tablespoonfuls to a pail of water, or 1 pint to 5 gallons of water, would free such stables from all vermin, whereas, in fact and in truth, the article, if applied in the said method and manner and in the said strength and proportion, would not free such stables from all vermin. Misbranding was alleged further, in that it consisted partially of an inert substance, water, which substance does not prevent, destroy, repel, or mitigate insects or fungi, and that the name and the percentage amount of the inert ingredient were not stated plainly and correctly on each or any of the labels, nor, in lieu of the name and the percentage amount of the inert ingredient, were the names and the percentage amounts of each and

every ingredient of the article having insecticidal and fungicidal properties and the total percentage of the inert ingredient stated plainly and correctly on each or any of the labels.

On September 14, 1915, the defendant, the Rochester Germicide Co., entered a plea of *nolo contendere*, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**209. Misbranding of "Killitol." U. S. v. Norman C. Hayner Co. Plea of *nolo contendere*. Fine, \$10. (I. & F. No. 281. Dom. Nos. 7688, 8353.)**

On December 2, 1914, the United States attorney for the Western District of New York, acting upon a report by the Secretary of Agriculture, filed an information, in two counts, in the District Court of the United States for said district against Normal C. Hayner Co., Rochester, N. Y., a corporation, alleging shipment and delivery for shipment on February 20, 1913, and on September 4, 1913, from Rochester, in the State of New York, to Cleveland, in the State of Ohio, of certain quantities of an article called "Killitol" which was misbranded within the meaning of the Insecticide Act of 1910. The article in the first shipment was contained in one barrel or cask, and in the second shipment in four barrels or casks, the barrels or casks in both shipments being labeled as follows: "32 Galls. Killitol (Trade Mark) Directions for the use of Killitol Kills the Germ Kills the Odor The Odorless Chlorine Germicide. \* \* \* Saturate woolen cloths or rags with full strength 'Killitol' and hang it up in toilet room and at convenient points in factory or schoolroom. The gradual evaporation of 'Killitol' will purify the air and blot out disease germs. Put a small amount of 'Killitol' with water, in your cuspidors as an additional safeguard. A daily attention to the foregoing suggestions and the use of 'Killitol' will give you an absolute disinfectant and germicide and purify the atmosphere in your factory. Norman C. Hayner Co. (Sole Manufacturers) Main Office, 916 Wilder Building, Rochester, N. Y. Factory, 14-16-18 S. Washington Street, Both Phones 739. St. Louis, Boston, Kansas City, Cleveland, Toronto. Norman C. Hayner Co., Makers of Killitol, Rochester, N. Y."

Misbranding of the article was alleged in that it was a fungicide, and that words and statements regarding the article, borne on the labels, were false and misleading in that the statement, "Kills the Odor," conveyed the meaning and impression that the article would kill or destroy all odors, whereas, in fact and in truth, the article would not kill or destroy all odors; in that the words "The Odorless Chlorine Germicide" conveyed the meaning and impression that the article was a chlorine germicide, whereas, in fact and in truth, it was not a chlorine germicide; and in this, that the statements, "Saturate woolen cloths or rags with full strength 'Killitol' and hang it up in toilet room and at convenient points in factory or schoolroom. The gradual evaporation of 'Killitol' will purify the air and blot out disease germs. \* \* \* A daily attention to the foregoing suggestions and the use of 'Killitol' will give you an absolute disinfectant and germicide and purify the atmosphere of your factory," conveyed the meaning and impression that saturating woolen cloths or rags with said article and hanging them in toilet rooms and in factories or schoolrooms would purify the atmosphere and destroy and kill disease germs, whereas, in fact and in truth, saturating woolen cloths or rags with said article and hanging them in toilet rooms and in factories or schoolrooms would not purify the atmosphere and would not destroy or kill disease germs. Misbranding was alleged further, in that the article was labeled so as to deceive

and mislead the purchaser, in that the statement "Kills the Odor" was calculated to deceive and mislead the purchaser into the belief that the article would kill all odors, whereas, in fact and in truth, it would not kill or destroy all odors; in this, that the words "The Odorless Chlorine Germicide" were calculated to deceive and mislead the purchaser into the belief that the article was a chlorine germicide, whereas, in fact and in truth, it was not a chlorine germicide; and in that the statements "Saturate woolen cloths or rags with full strength 'Killitol' and hang it up in toilet room and at convenient points in factory or schoolroom. The gradual evaporation of 'Killitol' will purify the air and blot out disease germs. \* \* \* A daily attention to the foregoing suggestions and the use of 'Killitol' will give you an absolute disinfectant and germicide and purify the atmosphere of your factory" were calculated to deceive and mislead the purchaser of the article into the belief that saturating woolen cloths or rags with the article and hanging them in toilet rooms and in factories or schoolrooms would purify the atmosphere and destroy and kill disease germs, whereas, in fact and truth, saturating woolen cloths or rags with the article and hanging them in toilet rooms and in factories or schoolrooms would not purify the atmosphere and would not destroy or kill disease germs. Misbranding of the article was alleged further, in that it was a fungicide and consisted partially of an inert substance, water, which ingredient does not prevent, destroy, repel, or mitigate fungi, and the name and the percentage amount of the inert ingredient were not stated on any of the labels on the barrels or casks containing the article, nor, in lieu of the name and the percentage amount of the inert ingredient were the names and the percentage amounts of each and every ingredient having fungicidal properties and the total percentage of the inert ingredients stated on any of the labels.

On September 16, 1915, the defendant, the Norman C. Hayner Co., entered a plea of nolo contendere, and the court imposed a fine of \$10.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**210. Misbranding of "O. K. Fly Relief." U. S. v. The O. K. Stock Food Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 276. Dom. Nos. 7196, 5723.)**

On January 30, 1915, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed an information, in six counts, in the District Court of the United States for said district against The O. K. Stock Food Co., Chicago, Ill., a corporation, alleging violations of the Insecticide Act of 1910.

In the first three counts of the information it was alleged that The O. K. Stock Food Co. shipped and delivered for shipment, on April 29, 1912, from Blue Island, in the State of Illinois, to New Orleans, in the State of Louisiana, a quantity of an article called "O. K. Fly Relief," designed and intended to be used as an insecticide, which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 18 half-gallon cans labeled as follows: "O. K. Fly Relief Ready to Apply Do not dilute \* \* \* Prices Half Gallon Can, 65c \* \* \* Prepared by The O. K. Stock Food Co. Chicago, Illinois."

Misbranding of the article was alleged in that it was an insecticide and that the statement on the labels on each of the cans, to wit, "Half Gallon Can, 65c," was false and misleading in that it purported to state that the cans contained one-half gallon of the article; whereas, in truth and in fact, the cans did not contain one-half gallon of the article, but a much less amount. Misbranding of



the article was alleged further, in that the statement on the labels on each of the cans, to wit, "Half Gallon Can, 65c," misled and deceived the purchaser in that it purported to state that the cans contained one-half gallon of the article; whereas, in truth and in fact, the cans did not contain one-half gallon of the article, but a much less amount. Misbranding was alleged further, in that the statement on the labels on each of the cans, to wit, "Half Gallon Can, 65c," purported to state plainly and correctly on the outside of the cans in terms of measure the contents of the cans; whereas, in truth and in fact, it did not plainly and correctly state in terms of measure the contents of the cans containing the article.

In the remaining three counts of the information it was alleged that The O. K. Stock Food Co. shipped and delivered for shipment, on October 30, 1913, from Blue Island, in the State of Illinois, to Detroit, in the State of Michigan, a quantity of an article called "O. K. Fly Relief," designed and intended to be used as an insecticide, which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 4 half-gallon cans labeled as follows: "O. K. Fly Relief For Cattle and Horses Ready to Apply Do Not Dilute Inert Ingredient, not more than 2% Water \* \* \* Prices One-Half Gallon, 65c \* \* \* Distributed by The O. K. Stock Food Co. Chicago, Illinois Guaranteed by The O. K. Stock Food Co. under the Insecticide Act of 1910. Serial No. 54."

Misbranding of the article was alleged in that it was an insecticide, and that the statement on the labels on each of the cans, to wit, "One-Half Gallon, 65c," was false and misleading in that it purported to state that the cans contained one-half gallon of the article; whereas, in truth and in fact, the cans did not contain one-half gallon, but a much less amount. Misbranding of the article was alleged further, in that the statement on the labels on each of the cans, to wit, "One-Half Gallons, 65c," misled and deceived the purchaser in that it purported to state that the cans contained one-half gallon of the article; whereas, in truth and in fact, the cans did not contain one-half gallon of the article, but a much less amount. Misbranding was alleged further, in that the statement on the labels on each of the cans, to wit, "One-Half Gallon, 65c," purported to state plainly and correctly on the outside of the cans in terms of measure the contents of the cans; whereas, in truth and in fact, it did not plainly and correctly state in terms of measure the contents of the cans containing the article.

On December 15, 1915, the defendant, The O. K. Stock Food Co., entered a plea of guilty, and the court imposed a fine of \$25 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**211. Misbranding of "Kibler's Strictly Pure Paris Green." U. S. v. Nine Hundred Packages, more or less, of Paris Green. Consent decree of condemnation and forfeiture. Product ordered released on bond. (I. & F. No. 345. S. No. 24. Dom. No. 10205.)**

On August 6, 1915, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed a libel in the District Court of the United States for said district, praying seizure and condemnation of 900 packages, more or less, of an article called "Kibler's Strictly Pure Paris Green." It was alleged in the libel that the article had been transported in interstate commerce from Indianapolis, in the State of Indiana, to Cincinnati, in the State of Ohio, remained unsold and in the original unbroken packages, and was misbranded within the meaning of the Insecticide Act of 1910. The article was labeled: "Kibler's Strictly Pure Paris Green. Poison.



(Skull and crossbones) Manufactured by Kibler Lieber Co., Indianapolis, Ind. One pound net weight. \* \* \*

Misbranding of the said Paris green was alleged in the libel in that it was in package form, and the contents of each of the packages, being stated on the labels in terms of weight or measure, were not correctly stated on the outside of said packages; that is to say, each of said packages bore the statement "One pound net weight," when, in truth and in fact, each of the packages contained less than 1 pound net weight of the article.

On September 13, 1915, the Kibler-Lieber Co., claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered that the product should be released to said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$200, in conformity with section 10 of the act.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**212. Misbranding of "Kibler's Strictly Pure Paris Green." U. S. v. Three Hundred and Sixty Packages, more or less, of Paris Green. Consent decree of condemnation and forfeiture. Product ordered released on bond.** (I. & F. No. 346. S. No. 25. Dom. Nos. 10218, 10219.)

On August 10, 1915, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed a libel in the District Court of the United States for said district, praying seizure and condemnation of 360 packages, more or less, of an article called "Kibler's Strictly Pure Paris Green." It was alleged in the libel that the article had been transported from Indianapolis, in the State of Indiana, to Cincinnati, in the State of Ohio, remained unsold and in the original unbroken packages, and was misbranded within the meaning of the Insecticide Act of 1910. Three hundred packages of the article were labeled: "Kibler's Strictly Pure Paris Green. Poison. (Skull and crossbones) Manufactured by The Kibler Chemical Co., Indianapolis, Ind. Two pounds net weight. \* \* \* Sixty packages of the article bore a similar label with the exception of the statement of weight or measure which, instead, was as follows: "Five pounds net weight."

Misbranding of the said Paris green was alleged in the libel in that it was in package form, and the contents of each of the packages, being stated in terms of weight or measure, were not correctly stated on the outside of the package; that is to say, that each of the packages purporting to contain 2 pounds of the article bore the statement "Two pounds net weight," when, in truth and in fact, each of the packages contained less than 2 pounds net weight; and that each of the packages purporting to contain 5 pounds bore the statement "Five pounds net weight," when, in truth and in fact, each of the last-named packages contained less than 5 pounds net weight of the article.

On September 13, 1915, the Kibler-Lieber Co., claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released to said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$250, in conformity with section 10 of the act.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**213. Adulteration and misbranding of "Fuller's Carbolic Insecticide." U. S. v. W. P. Fuller & Co. Plea of guilty. Fine, \$50 and costs.** (I. & F. No. 308. Dom. No. 7737.)

On June 29, 1915, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed an

information in the District Court of the United States for said district against W. P. Fuller & Co., San Francisco, Cal., a corporation, alleging the shipment and delivery for shipment, on March 6, 1913, from San Francisco, in the State of California, to Portland, in the State of Oregon, of a quantity of an article called "Fuller's Carbolic Insecticide," which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 24 cans labeled as follows: "Fuller's Carbolic Insecticide No boiling required Mixes Instantly with Cold Water Tree Spray Vine and Hop Spray Sheep Dip Fuller's Carbolic Tree Spray W. P. Fuller & Co. San Francisco, Sacramento, Oakland, Stockton, Los Angeles, Pasadena, San Diego, Portland, Seattle, Tacoma, and Spokane. Fuller's Carbolic Tree Spray Register No. C-27 W. P. Fuller & Co., San Francisco Sole Manufacturers Analysis: Crude Carbolic Acid (Phenols . . 20% Creosote Oils . . 80% . . . 100%) . . . 45.5% Pine Tar . . 18.0% Whale Oil Soap . . 4.0% Inert Ingredients . . 32.5% . . . 100.0%."

Adulteration of the article was alleged in the information in that it was an insecticide other than Paris green and lead arsenate, and that its strength and purity fell below the professed standard and quality under which it was sold, in that the statements borne on each of the labels, to wit, "Analysis: Crude Carbolic Acid (Phenols . . 20% Creosote Oils . . 80% . . . 100%) . . . 45.5% Pine Tar . . 18.0% Whale Oil Soap . . 4.0% Inert Ingredients . . 32.5% . . . 100.0%," purported to state, and professed, that the article was of the standard and quality of containing and consisting of crude carbolic acid in the proportion of 45.5 per cent of the article, of phenols in the proportion of 20 per cent of said proportion and percentage of crude carbolic acid or 9.1 per cent of the article, of creosote oils in the proportion of 80 per cent of said proportion and percentage of crude carbolic acid or 36.4 per cent of the article, of pine tar in the proportion of 18 per cent of the article, of whale-oil soap in the proportion of 4 per cent of the article, and of inert ingredients in the proportion of 32.5 per cent of the article, said crude carbolic acid, phenols, creosote oils, pine tar, and whale-oil soap being substances having insecticidal properties, and said inert ingredients being substances which do not prevent, destroy, repel, or mitigate insects; whereas the article, in fact and in truth, contained and consisted of crude carbolic acid in a proportion less than 45.5 per cent thereof, phenols in a proportion less than 20 per cent of said proportion and percentage of crude carbolic acid and less than 9.1 per cent of the article, creosote oils in a proportion less than 80 per cent of said proportion and percentage of crude carbolic acid and less than 36.4 per cent of the article, pine tar in a proportion less than 18 per cent of the article, whale-oil soap in a proportion less than 4 per cent of the article, and inert ingredients in a proportion greater than 32.5 per cent of the article.

Misbranding of the article was alleged in that it was an insecticide, and that the statements of the analysis on the labels were false and misleading in that they conveyed the meaning and impression that the article contained and consisted of crude carbolic acid in the proportion of 45.5 per cent of the article, phenols in the proportion of 20 per cent of said proportion and percentage of crude carbolic acid or 9.1 per cent of the article, creosote oils in the proportion of 80 per cent of said proportion and percentage of crude carbolic acid or 36.4 per cent of the article, pine tar in the proportion of 18 per cent of the article, whale-oil soap in the proportion of 4 per cent of the article, and inert ingredients in the proportion of 32.5 per cent of the article; whereas, in fact and in truth, the article contained and consisted of crude carbolic acid in a proportion less than 45.5 per cent of the article, phenols in a proportion less than 20 per cent of said proportion and percentage of crude carbolic acid and

less than 9.1 per cent of the article, creosote oils in a proportion less than 80 per cent of said proportion and percentage of crude carbolic acid and less than 36.4 per cent of the article, pine tar in a proportion less than 18 per cent of the article, whale-oil soap in a proportion less than 4 per cent of the article, and inert ingredients in a proportion greater than 32.5 per cent of the article. Misbranding of the article was alleged further, in that it was an insecticide, and that the statements of the analysis on the labels were calculated to deceive and mislead the purchaser of the article into the belief that it contained and consisted of crude carbolic acid in the proportion of 45.5 per cent thereof, phenols in the proportion of 20 per cent of said proportion and percentage of crude carbolic acid or 9.1 per cent of the article, creosote oils in the proportion of 80 per cent of said proportion and percentage of crude carbolic acid or 36.4 per cent of the article, pine tar in the proportion of 18 per cent of the article, whale oil in the proportion of 4 per cent of the article, and inert ingredients in the proportion of 32.5 per cent of the article; whereas, in fact and in truth, the article contained and consisted of crude carbolic acid in a proportion less than 45.5 per cent thereof, phenols in a proportion less than 20 per cent of said proportion and percentage of crude carbolic acid and less than 9.1 per cent of the article, creosote oil in a proportion less than 80 per cent of said proportion and percentage of crude carbolic acid and less than 36.4 per cent of the article, pine tar in a proportion less than 18 per cent of the article, whale-oil soap in a proportion less than 4 per cent of the article, and inert ingredients in a proportion greater than 32.5 per cent of the article. Misbranding was alleged further in that the article was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, water, which ingredient does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the inert ingredient were not plainly and correctly stated on each or any of the labels on the packages containing the article, nor, in lieu of the name and the percentage amount of the inert ingredient, were the names and the percentage amounts of each and every ingredient having insecticidal properties and the total percentage of the inert ingredient stated plainly and correctly on each or any of the labels on the packages containing the article.

On November 9, 1915, the defendant, W. P. Fuller & Co. entered a plea of guilty, and the court imposed a fine of \$50 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**214. Misbranding of "Sheep Dip." U. S. v. Prescott Chemical Co. Plea of guilty. Fine, \$30 and costs. (I. & F. Nos. 244, 245, 246. Dom. Nos. 7496, 7497, 7692.)**

On July 11, 1914, the United States attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed an information, in three counts, in the District Court of the United States for said district against the Prescott Chemical Co., a corporation, trading and doing business under the name and style of the Chemical Supply Co., Cleveland, Ohio, alleging the shipment and delivery for shipment, on November 14, 1912, and on November 16, 1912, from Cleveland, in the State of Ohio, to St. Joseph, in the State of Missouri, and the shipment and delivery for shipment, on January 25, 1913, from Cleveland, in the State of Ohio, to Los Angeles, in the State of California, of certain quantities of an article called "Sheep Dip" which were misbranded within the meaning of the Insecticide Act of 1910. The article in the first shipment was contained in 5 barrels labeled as follows: "The Chemical



Supply Company Sheep Dip Cleveland, Ohio." The article in the second shipment was contained in 1 barrel labeled as follows: "The Chemical Supply Company Soluble Pine Sheep Dip. Cleveland, Ohio." The article in the third shipment was contained in 9 barrels labeled as follows: "The Chemical Supply Company 1-75 Sheep Dip Cleveland, Ohio."

Misbranding of the article was alleged in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, to wit, water, which does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the inert ingredient were not stated plainly and correctly on the labels or barrels, nor, in lieu of the name and the percentage amount of the inert ingredient, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of inert ingredients present in the article stated plainly and correctly on the labels or barrels.

On December 8, 1915, the defendant, the Prescott Chemical Co., entered a plea of guilty and the court imposed a fine of \$10 on each of three counts, and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**215. Misbranding of "Sectease." U. S. v. Charles H. Ellis. Plea of guilty. Fine, \$15. (I. & F. No. 339. Dom. No. 8349.)**

On December 29, 1915, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against Charles H. Ellis, Port Chester, N. Y., alleging the shipment and delivery for shipment, on August 29, 1913, from Port Chester, in the State of New York, to Cleveland, in the State of Ohio, of a quantity of an article called "Sectease" which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 144 cans, each labeled as follows: "Price 25 Cents Sectease (Trade Mark) For fleas and all other kinds of insects. Manufacturer and proprietor Charles H. Ellis Pharmacist, Port Chester, New York. Sectease is not injurious to the skin of human or animal, but a healing astringent. It is the powerful antiseptic qualities of Sectease that suffocates and destroys the insects. Sectease is a rare discovery guaranteed to do all that is claimed. For killing fleas on human or animal, also Mosquitoes, Flies, Moth in Carpet or Clothing. Lice in Children's Hair, Chicken, Bird Lice and all other vermin so far as feasible. Do not be without Sectease if you have a pet animal about the house. A kennel toilet powder refreshing and pleasing. A deodorizer and germicide—try it! Trade Mark Sectease." Each can was contained in a carton labeled as follows: "A kennel Toilet Powder. Sectease (Trade Mark) Refreshing and pleasing. For fleas and all other kinds of insects. Sectease is not injurious to the skin of human or animal, but a healing astringent. It is the powerful antiseptic qualities of Sectease that suffocates and destroys the insects. Sectease is a rare discovery guaranteed to do all that is claimed. For killing Fleas on human or animal, also Mosquitoes, Flies, Moth in Carpet or Clothing, Lice in Children's Hair, Chicken, Bird Lice and all other vermin so far as feasible. Price 25 Cents. Do not be without Sectease if you have a pet animal around the house. A deodorizer and germicide. Try it. \* \* \* Directions. \* \* \* For potato bugs and all other Vegetable Insects \* \* \* Manufacturer and proprietor Charles H. Ellis Pharmacist, Port Chester, N. Y. Sectease is used for killing any and all kinds of insects whether about the house or plant, animal or human. Price 25 Cents Do not be without Sectease if you have a pet animal around the house. A deodorizer and



germicide. Try it. \* \* \* Directions. \* \* \* For potato bugs and all other Vegetable Insects \* \* \* Manufacturer and proprietor Charles H. Ellis Pharmacist Port Chester, N. Y. Sectease is used for killing any and all kinds of insects whether about the house or plant, animal or human. Price 25 Cents Sectease will exterminate Croton Bugs, Cockroaches, Red and Black Ants, Spiders and Worms, if sprinkled about the place infested. Try it to be convinced."

Misbranding of the article was alleged in the information in that it was an insecticide and that the statement borne on the labels on the cans and on the cartons, "For Fleas and all other kinds of insects," was false and misleading in that it conveyed the meaning and impression that the article would kill all kinds of insects, whereas it would not kill all kinds of insects other than fleas; in that the statement borne on the labels on the cans and on the cartons, "It is the powerful antiseptic qualities of Sectease that suffocates and destroys insects," was false and misleading in that it conveyed the meaning and impression that the article possessed powerful antiseptic qualities, and that by reason of such antiseptic properties it would suffocate and destroy insects, whereas, in fact and in truth, the article did not possess powerful antiseptic properties and would not by reason of such antiseptic properties suffocate and destroy insects; that the statement borne on the labels on the cans and on the cartons, "Sectease is a rare discovery guaranteed to do all that is claimed," was false and misleading in that it conveyed the meaning and impression that the article was a rare discovery and that it would do and accomplish all the objects and things which were claimed, described, and mentioned on the labels on the cans and on the cartons, whereas, in fact and in truth, the article was not a rare discovery and would not do and accomplish all the objects and things which were so claimed, described, and mentioned; that the statement borne on the labels on the cans and on the cartons, "For killing Fleas on human or animal, also Mosquitoes, Flies, Moth in Carpet or Clothing, Lice in Children's Hair, Chicken, Bird Lice and all other vermin so far as feasible," was false and misleading in that it conveyed the meaning and impression that the article would kill all vermin so far as feasible other than fleas on man or animal, mosquitoes, flies, moth in carpet or clothing, lice in children's hair, chicken and bird lice, whereas, in fact and in truth, it would not kill all vermin so far as feasible other than fleas on man or animal, mosquitoes, flies, moth in carpet or clothing, lice in children's hair, chicken and bird lice; that the statement borne on the labels on the cans and on the cartons, "A deodorizer and germicide," was false and misleading in that it conveyed the meaning and impression that the article was an effective germicide, whereas, in fact and in truth, it was not an effective germicide; that the statement, borne on the cartons, "For potato bugs and all other Vegetable Insects," was false and misleading in that it conveyed the meaning and impression that the article would be effective against all insects which affect and infest vegetables, whereas, in fact and in truth, it would not be effective against all insects which affect and infest vegetables; that the statement borne on the cartons, to wit, "Sectease is used for killing any and all kinds of insects whether about the house or plant, animal or human," was false and misleading in that it conveyed the meaning and impression that the article would kill any and all kinds of insects which infest or affect the house, animals, and man, whereas, in fact and in truth, the article would not kill any and all kinds of insects which infest or affect the house, animals, and man; and that the statement borne on the cartons, "Sectease will exterminate Croton Bugs, Cockroaches, Red and Black Ants, Spiders and Worms, if sprinkled about the place infested," was false and misleading in that it conveyed the meaning and impression that the article would exterminate effectively croton

bugs, cockroaches, red and black ants, spiders, and all worms if sprinkled about places infested with said insects, whereas, in fact and in truth, the article would not exterminate effectively croton bugs, cockroaches, red and black ants, spiders, and all worms if used and applied in the said method and manner. Misbranding of the article was alleged further, in that it was an insecticide, and that it was labeled so as to deceive and mislead the purchaser thereof; in that the statement borne on the labels on the cans and on the cartons, "For Fleas and all other kinds of insects," was calculated to deceive and mislead the purchaser into the belief that the article would kill all kinds of insects other than fleas, whereas, in fact and in truth, it would not kill all kinds of insects other than fleas; that the statement borne on the labels on the cans and on the cartons, "It is the powerful antiseptic qualities of Sectease that suffocates and destroys insects," was calculated to deceive and mislead the purchaser into the belief that the article possessed powerful antiseptic properties, and that by reason of such antiseptic properties the article would suffocate and destroy insects, whereas, in fact and in truth, it did not possess powerful antiseptic properties and would not by reason of such antiseptic properties suffocate and destroy insects; that the statement borne on the labels on the cans and on the cartons, "Sectease is a rare discovery guaranteed to do all that is claimed," was calculated to deceive and mislead the purchaser of the article into the belief that the article was a rare discovery, and that it would do and accomplish all the objects and things which were claimed, described, and mentioned on the labels, whereas, in fact and in truth, the article was not a rare discovery and would not do and accomplish all the objects and things claimed, described, and mentioned on the labels; that the statement borne on the labels on the cans and on the cartons, "For killing fleas on human or animal, also Mosquitoes, Flies, Moth in Carpet or Clothing, Lice in Children's Hair, Chicken, Bird Lice and all other vermin so far as feasible," was calculated to deceive and mislead the purchaser into the belief that the article would kill all vermin so far as feasible other than fleas on man or animal, mosquitoes, flies, moth in carpet or clothing, lice in children's hair, chicken and bird lice, whereas, in fact and in truth, the article would not kill all vermin so far as feasible other than fleas on man or animal, mosquitoes, flies, moth in carpet or clothing, lice in children's hair, chicken and bird lice; that the statement borne on the labels on the cans and on the cartons, "A deodorizer and germicide," was calculated to deceive and mislead the purchaser into the belief that the article was an effective germicide, whereas, in fact and in truth, it was not an effective germicide; that the statement borne on the cartons, "For potato bugs and all other Vegetable Insects," was calculated to deceive and mislead the purchaser into the belief that the article would be effective against all insects which affect and infest vegetables, whereas, in fact and in truth, it would not be effective against all insects which affect and infest vegetables; that the statement borne on the cartons, "Sectease is used for killing any and all kinds of insects whether about the house or plant, animal or human," was calculated to deceive and mislead the purchaser into the belief that the article would kill any and all kinds of insects which infest or affect the house, animals, and man, whereas, in fact and in truth, it would not kill any and all kinds of insects which infest or affect the house, animals, and man; and that the statement borne on the cartons, "Sectease will exterminate Croton Bugs, Cockroaches, Red and Black Ants, Spiders and Worms, if sprinkled about the place infested," was calculated to deceive and mislead the purchaser into the belief that the article would exterminate effectively croton bugs, cockroaches, red and black ants, spiders and all worms if sprinkled about places infested with said insects, whereas, in fact and in truth, it would not exterminate effectively croton bugs, cockroaches,

red and black ants, spiders, and all worms, if used and applied in the said method and manner. Misbranding of the article was alleged further, in that it was an insecticide other than Paris green and lead arsenates, and that it consisted partially of an inert substance, magnesium silicate or talc, which substance did not and does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of said inert ingredient were not stated plainly and correctly, or at all, on any of the labels, nor, in lieu of the name and the percentage amount of said inert ingredient, were the names and percentage amounts of each and every ingredient having insecticidal properties and the total percentage of inert ingredients present stated plainly and correctly, or at all, on any of the labels.

On January 5, 1916, the defendant, Charles H. Ellis, entered a plea of guilty, and the court imposed a fine of \$15.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**216. Misbranding of "Readeana." U. S. v. William J. Reade. Plea of guilty. Fine, \$7.50. (I. & F. No. 301. Dom. No. 7335.)**

On May 21, 1915, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against William J. Reade, trading and doing business under the name and style of the Reade Manufacturing Co., New York, N. Y., alleging the shipment and delivery for shipment, on July 2, 1912, from New York, in the State of New York, to Boston, in the State of Massachusetts, of a quantity of an article called "Readeana," which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 12 bottles labeled as follows: "Shake The Bottle The Effectual Insect Killer For Plants, Shrubs, Fruit Trees and Flowers. 'Readeana' Trade Mark Rose Bug Exterminator. The Great Insect Killer. Safe and Effectual. A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold, and other pests that infest plants and flowers, without any possibility of harming the shrubs, plants, flowers, etc. It readily mixes with water, and is adapted to the Conservatory, Greenhouse, Vinery, Flower and Kitchen, Garden, or Orchard and Hop Garden. Poison—Keep locked away from children. Prepared Only By Reade Manufacturing Co. Horticultural Chemists, 1021-1027 Grand Street Hoboken, N. J. Established 1881." Each of the bottles containing the article was inclosed in a carton labeled as follows: "(Shake The Bottle) The Effectual Insect Killer For Use On Plants, Shrubs, Fruit Trees and Flowers. 'Readeana' Trade Mark Rose Bug Exterminator The Great Insect Killer. Safe and Effectual. Poison. A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold, and other pests that infest plants and flowers, without any possibility of harming the shrubs, plants, flowers, etc. \* \* \* Price of this Bottle 50 Cents. Prepared Only By Reade Manufacturing Co., Horticultural Chemists. 1021-1027 Grand Street Hoboken, N. J. New York Office: 19 Barclay Street and 24 Park Place. Established 1881." There was inclosed in each of the cartons with each of the bottles containing the article, a circular bearing the following: "For the Gardener's Use Directions For Use 'Readeana' Rose Bug Exterminator For killing and driving away Rose Bugs, Ants and insects of every kind which infest Rose Bushes, Chrysanthemums, Carnations, Nasturtiums, Dahlias, Sweet Peas, Asters, Hollyhocks, and Grape Vines, etc. 'Readeana Rose Bug Exterminator' is excellent. For Rose Bugs, Ants and



Caterpillars. Use 6 ounces to each gallon of water. For Currant and Grape Worms, Red Spider and Mealy Bug. Use 4 ounces to each gallon of water. For Insects on Very Delicate or Sensitive Plants. Use 2 ounces to each gallon of water. Apply with a fine sprayer early in the morning and after sunset. For Black Rot on grape vines, spray in the Spring and Fall, using four ounces of 'Readeana Rose Bug Exterminator' to a gallon of water. \* \* \* For Mealy Bug on hard-wooded or large plants and shrubs, apply with a paint brush or sponge. \* \* \*

Misbranding of the article was alleged in the information in that it was an insecticide: (1) and that the statement, "'Readeana' Rose Bug Exterminator," borne on the labels on the bottles and cartons, and on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would exterminate rose bugs, whereas, in fact and in truth, the article would not exterminate rose bugs; (2) and that the statements regarding the article, "The Great Insect Killer," and "Safe and Effectual," borne on the labels on the bottles and cartons, were false and misleading in that they conveyed the meaning and impression that the article was an effectual remedy for all insects, whereas, in fact and in truth, it was not an effectual remedy for all insects; (3) and that the statement, "A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold, and other pests that infest plants and flowers," borne on the labels on the bottles and cartons, was false and misleading in that it conveyed the meaning and impression that the article would positively kill mealy bug, red spider, mites, and all other insects that infest plants and flowers, and that it would positively kill all blights, all mildews, and all molds that affect plants and flowers, whereas, in fact and in truth, the article would not positively kill mealy bug, red spider, mites, and all other insects that infest plants and flowers, and would not positively kill all blights, all mildews, and all molds that affect plants and flowers; (4) and that the statement, "The Effectual Insect Killer For Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the bottles, was false and misleading in that it conveyed the meaning and impression that the article would effectually kill all insects affecting plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, it would not effectually kill all insects affecting plants, shrubs, fruit trees, and flowers; (5) and that the statement, "The Effectual Insect Killer For Use on Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the cartons, was false and misleading in that it conveyed the meaning and impression that the article would effectually kill all insects affecting plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, the article would not effectually kill all insects affecting plants, shrubs, fruit trees and flowers; (6) and that the statement, "For killing and driving away Rose Bugs, Ants and insects of every kind which infest Rose Bushes, Chrysanthemums, Carnations, Nasturtiums, Dahlias, Sweet Peas, Asters, Hollyhocks, and Grape Vines, etc. 'Readeana Rose Bug Exterminator' is excellent," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would kill and drive away all insects that infest rose bushes, chrysanthemums, carnations, nasturtiums, dahlias, sweet peas, asters, hollyhocks, and grape vines, whereas, in fact and in truth, it would not kill or drive away all insects that infest rose bushes, chrysanthemums, carnations, nasturtiums, dahlias, sweet peas, asters, hollyhocks, and grape vines; (7) and that the statement, "For Rose Bugs, Ants and Caterpillars. Use 6 ounces to each gallon of water." borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against all rose bugs and all

caterpillars if applied in the strength and proportion of 6 ounces thereof to a gallon of water, whereas, in fact and in truth, the said insecticide would not be effective against all rose bugs and all caterpillars if applied in the strength and proportion of 6 ounces thereof to a gallon of water; (8) and that the statement, "For Currant and Grape Worms, Red Spider and Mealy Bug. Use 4 ounces to each gallon of water," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against currant and grape worms, red spider, and mealy bug if applied in the strength and proportion of 4 ounces thereof to a gallon of water, whereas, in fact and in truth, the article would not be effective against currant and grape worms, red spider, and mealy bug if applied in the strength and proportion of 4 ounces thereof to a gallon of water; (9) and that the statement, "For Insects on Very Delicate or Sensitive Plants. Use 2 ounces to each gallon of water," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against all insects on very delicate or sensitive plants if applied in the strength and proportion of 2 ounces thereof to a gallon of water, whereas, in fact and in truth, the article would not be effective against all insects on very delicate and sensitive plants if applied in the strength and proportion of 2 ounces thereof to a gallon of water; (10) and that the statement, "For Black Rot on grape vines, spray in the Spring and Fall, using four ounces of 'Readeana Rose Bug Exterminator' to a gallon of water," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against black rot on grape vines if applied by spraying in the spring and fall in the strength and proportion of 4 ounces thereof to a gallon of water, whereas, in fact and in truth, the article would not be effective against black rot on grape vines if applied by spraying in the spring and fall in the strength and proportion of 4 ounces thereof to a gallon of water; (11) and that the statement, "For Mealy Bug on hard-wooded or large plants and shrubs, apply with a paint brush or sponge," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against mealy bug on hard-wooded or large plants and shrubs if applied thereto with a paint brush or sponge, whereas, in fact and in truth, the article would not be effective against mealy bug on hard-wooded or large plants and shrubs if applied thereto with a paint brush or sponge. Misbranding of the article was alleged further in that it was an insecticide: (1) and that the words, "'Readeana' Rose Bug Exterminator," borne on the labels on the bottles and cartons, and on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would exterminate rose bugs, whereas, in fact and in truth, it would not exterminate rose bugs; (2) and that the words "The Great Insect Killer," and "Safe and Effectual," borne on the labels on the bottles and cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against all insects, whereas, in fact and in truth, it would not be effective against all insects; (3) and that the words "A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold and other pests that infest plants and flowers," borne on the labels on the bottles and cartons, were calculated to deceive and mislead the purchaser into the belief that the article would positively kill mealy bug, red spider, mites, and all other insects that infest plants and flowers, and that it would positively kill all blights, all mildews, and all molds that affect plants and flowers, whereas, in fact and in truth, it would not positively kill mealy



bug, red spider, mites, and all other insects that infest plants and flowers, and would not positively kill all blights, all mildews, and all molds that affect plants and flowers; (4) and that the words "The Effectual Insect Killer For Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the bottles, were calculated to deceive and mislead the purchaser into the belief that the article would kill all insects that infest plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, it would not kill all insects that infest plants, shrubs, fruit trees, and flowers; (5) and that the words "The Effectual Insect Killer For Use on Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would kill all insects that infest plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, it would not kill all insects that infest plants, shrubs, fruit trees, and flowers; (6) and that the words "For Killing and driving away Rose Bugs, Ants and insects of every kind which infest Rose Bushes, Chrysanthemums, Carnations, Nasturtiums, Dahlias, Sweet Peas, Asters, Hollyhocks, and Grape Vines, etc. 'Readeana Rose Bug Exterminator' is excellent," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would kill and drive away all insects that infest rose bushes, chrysanthemums, carnation, nasturtiums, dahlias, sweet peas, asters, hollyhocks, and grape vines, whereas, in fact and in truth it would not kill or drive away all insects that infest rose bushes, chrysanthemums, carnations, nasturtiums, dahlias, sweet peas, asters, hollyhocks, and grape vines; (7) and that the words "For Rose Bugs, Ants and Caterpillars. Use 6 ounces to each gallon of water," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against all rose bugs and all caterpillars if applied thereto in the strength and proportion of 6 ounces of the article to a gallon of water, whereas, in fact and in truth, it would not be effective against all rose bugs and all caterpillars if applied thereto in the strength and proportion of 6 ounces of the article to a gallon of water; (8) and that the words "For Currant and Grape Worms, Red Spider and Mealy Bug. Use 4 ounces to each gallon of water," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against currant and grape worms, red spider, and mealy bug if applied thereto in the proportion and strength of 4 ounces of the article to a gallon of water, whereas, in fact and in truth, it would not be effective against currant and grape worms, red spider, and mealy bug if applied thereto in the proportion and strength of 4 ounces of the article to a gallon of water; (9) and that the words "For Insects on Very Delicate or Sensitive Plants. Use 2 ounces to each gallon of water," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against all insects on very delicate or sensitive plants if applied thereto in the proportion and strength of 2 ounces of the article to a gallon of water, whereas, in fact and in truth, it would not be effective against all insects on very delicate or sensitive plants if applied thereto in the proportion and strength of 2 ounces of the article to a gallon of water; (10) and that the words "For Black Rot on grape vines, spray in the Spring and Fall, using four ounces of 'Readeana Rose Bug Exterminator,'" borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against black rot on grape vines if applied by spraying in the spring and fall in the strength and proportion of 4 ounces thereof to a gallon of water, whereas, in fact and in truth, it would not be effective against black rot on



grape vines if applied by spraying in the spring and fall in the strength and proportion of 4 ounces thereof to a gallon of water; (11) and that the words, "For Mealy Bug on hard-wooded or large plants and shrubs, apply with a paint brush or sponge," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against mealy bug on hard-wooded plants or shrubs if applied thereto with a paint brush or sponge, whereas, in fact, and in truth, it would not be effective against mealy bug on hard-wooded plants or shrubs if applied thereto with a paint brush or sponge. Misbranding of the article was alleged further, in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, water, which ingredient does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on any label on the packages or bottles, nor, in lieu of the name and percentage amount of the inert ingredient, were the names and percentage amounts of each and every ingredient having insecticidal properties and the total percentage of the inert ingredient present in the article stated plainly and correctly, or at all, on any label on the packages or bottles containing the article.

On January 6, 1916, the defendant, William J. Reade, withdrew his plea of not guilty, previously entered, and entered a plea of guilty, and the court imposed a fine of \$7.50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *July 27, 1916.*

**217. Misbranding of "Readeana." U. S. v. William J. Reade. Plea of guilty. Fine, \$7.50. (I. & F. No. 301. Dom. No. 8022.)**

On May 21, 1915, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against William J. Reade, trading and doing business under the name and style of the Reade Manufacturing Co., New York, N. Y., alleging shipment and delivery for shipment, on May 10, 1913, from New York, in the State of New York, to Hartford, in the State of Connecticut, of a quantity of an article called "Readeana" which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 24 bottles labeled as follows: "Shake the Bottle The Effectual Insect Killer For Plants, Shrubs, Fruit Trees and Flowers. 'Readeana' Trade Mark Rose Bug Exterminator. The Great Insect Killer. Safe and Effectual. A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold, and other pests that infest plants and flowers, without any possibility of harming the shrubs, plants, flowers, etc. It readily mixes with water, and is adapted to the Conservatory, Greenhouse, Vinery, Flower and Kitchen Garden, or Orchard and Hop Garden. Poison—Keep locked away from children. Prepared Only By Reade Manufacturing Co., Horticultural Chemists. 1021-1027 Grand Street Hoboken, N. J. Established 1881." Each of the bottles containing the article was inclosed in a carton labeled as follows: "(Shake The Bottle) The Effectual Insect Killer For Use On Plants, Shrubs, Fruit Trees and Flowers. 'Readeana' Trade Mark Rose Bug Exterminator. The Great Insect Killer. Safe and Effectual. Poison. A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold, and other pests that infest plants and flowers, without any possibility of harming the shrubs, plants, flowers, etc. It readily mixes with water, and is adapted to the Conservatory, Greenhouse, Vinery, Flower and Kitchen

Garden, or Orchard and Hop Garden. Price of this Bottle 50 cents. Prepared Only By Reade Manufacturing Co., Horticultural Chemists, 1021-1027 Grand Street Hoboken, N. J. New York Office: 19 Barclay Street and 24 Park Place. Established 1881." There was inclosed in each of the cartons with each of the bottles containing the article a circular bearing the following: "For The Gardener's Use Directions For Using 'Readeana' Rose Bug Exterminator For Rose Bugs and Ants of all sorts, which are particularly hard to kill, use from four to eight ounces of 'Readeana' with one gallon of water and apply with a sprayer early in the morning or after sunset. For Mealy Bug, Red Spider, Wooly Aphis, Green Fly, Wood Ticks, For Snails, Mildew, Currant and Grape Worms, Caterpillars and a great variety of other insects. From two to six ounces of 'Readeana' to a gallon of water will be found sufficient to clear the plants and vegetables of all insects. For Black Rot on grape vines, spray Spring and Fall, using four ounces of 'Readeana Rose Bug Exterminator' to a gallon of water. \* \* \* Hard-Wooded or Large Plants and Shrubs should be brushed with the Wash with a paint brush or sponge to remove Mealy Bug. \* \* \*"

Misbranding of the article was alleged in the information in that the article was an insecticide; (1) and that the statement regarding the article, "'Readeana' Rose Bug Exterminator," borne on the labels on the bottles and cartons, and on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the articles would exterminate rose bugs, whereas, in fact and in truth, it would not exterminate rose bugs; (2) and that the statements, to wit, "The Great Insect Killer," and "Safe and Effectual," borne on the labels on the bottles and cartons, were false and misleading in that they conveyed the meaning and impression that the article was an effectual remedy for all insects, whereas, in fact and in truth, it was not an effectual remedy for all insects; (3) and that the statement, to wit, "A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold, and other pests that infest plants and flowers," borne on the labels on the bottles and cartons, was false and misleading in that it conveyed the meaning and impression that the article would positively kill mealy bug, red spider, mites, and all other insects that infest plants and flowers, and that it would positively kill all blights, all mildews, and all molds that affect plants and flowers, whereas, in fact and in truth, the article would not positively kill mealy bug, red spider, mites, and all other insects that infest plants and flowers, and would not positively kill all blights, all mildews, and all molds that affect plants and flowers; (4) and that the statement "The Effectual Insect Killer For Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the bottles, was false and misleading in that it conveyed the meaning and impression that the article would effectually kill all insects affecting plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, it would not effectually kill all insects affecting plants, shrubs, fruit trees, and flowers; (5) and that statement, to wit, "The Effectual Insect Killer For Use on Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the cartons, was false and misleading in that it conveyed the meaning and impression that the article would effectually kill all insects affecting plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, the article would not effectually kill all insects affecting plants, shrubs, fruit trees, and flowers; (6) and that the statement "For Rose Bugs and Ants of all sorts, which are particularly hard to kill, use from four to eight ounces of 'Readeana' with one gallon of water and apply with a sprayer early in the morning or after sunset," borne on the circulars, inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and



impression that the article would be effective against all rose bugs and against ants of all sorts if prepared in the proportion and strength of 4 to 8 ounces of the article to 1 gallon of water and applied with a sprayer early in the morning or after sunset, whereas, in fact and in truth, the article would not be effective against all rose bugs and against ants of all sorts if prepared in the proportion and strength of 4 to 8 ounces of the article to 1 gallon of water and applied with a sprayer early in the morning or after sunset; (7) and that the statement "For Mealy Bug, For Red Spider, For Wooly Aphis, For Green Fly, For Wood Ticks, For Snails, For Mildew, For Currant and Grape Worms, For Caterpillars and a great variety of other insects. From two to six ounces of 'Readeana' to a gallon of water will be found sufficient to clear the plants and vegetables of all insects," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against mealy bug, red spider, mildew, all currant and grape worms, and all caterpillars, and that it would clear plants and vegetable of all insects, if applied thereto in the proportion and strength of 2 to 6 ounces of the article to a gallon of water, whereas, in fact and in truth, the article would not be effective against mealy bug, red spider, mildew, all currant and grape worms, and all caterpillars, and would not clear plants and vegetables of all insects, if applied thereto in the proportion and strength of 2 to 6 ounces of the article to a gallon of water; (8) and that the statement, to wit, "For Black Rot on grape vines, spray Spring and Fall, using four ounces of 'Readeana Rose Bug Exterminator' to a gallon of water," borne on the circulars inclosed with the bottles in the cartons, was false and misleading in that it conveyed the meaning and impression that the article would be effective against black rot on grape vines if prepared in the proportion and strength of 4 ounces of the article to a gallon of water and applied by spraying in the spring and fall, whereas, in fact and in truth, it would not be effective against black rot on grape vines if prepared in the proportion and strength of 4 ounces of the article to a gallon of water and applied by spraying in spring and fall; (9) and that the statement "Hard-Wooded or Large Plants and Shrubs should be brushed with the Wash with a paint brush or sponge to remove Mealy Bug," borne on the circulars inclosed with the bottles in the cartons, was false and misleading, in that it conveyed the meaning and impression that the article would be effective against mealy bug on hard-wooded or large plants and shrubs if applied thereto with a paint brush or sponge, whereas, in fact and in truth, the article would not be effective against mealy bug on hard-wooded or large plants and shrubs if applied thereto with a paint brush or sponge. Misbranding of the article was alleged further in that it was an insecticide: (1) and that the words "'Readeana' Rose Bug Exterminator," borne on the labels on the bottles and cartons and on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would exterminate rose bugs, whereas, in fact and in truth, it would not exterminate rose bugs; (2) and that the words "The Great Insect Killer" and "Safe and Effectual," borne on the labels on the bottles and cartons, were calculated to deceive and mislead the the purchaser into the belief that the article would be effective against all insects, whereas, in fact and in truth, it would not be effective against all insects; (3) and that the words "A positive killer of Rose Bugs, Green Fly, Scale, Mealy Bug, Blight, Red Spider, Thrip, Maggots, Mites, Mildew and Mold; and other pests that infest plants and flowers," borne on the labels on the bottles and cartons, were calculated to deceive and mislead the purchaser into the belief that the article would positively kill mealy bug, red spider, mites, and all other insects that infest plants and



flowers, and that it would positively kill all blights, all mildews, and all molds that affect plants and flowers, whereas, in fact and in truth, the article would not positively kill mealy bug, red spider, mites, and all other insects that infest plants and flowers, and would not positively kill all blights, all mildews, and all molds that affect plants and flowers; (4) and that the words "The Effectual Insect Killer For Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the bottles, were calculated to deceive and mislead the purchaser into the belief that the article would kill all insects that infest plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, the article would not kill all insects that infest plants, shrubs, fruit trees, and flowers; (5) and that the words "The Effectual Insect Killer For Use on Plants, Shrubs, Fruit Trees and Flowers," borne on the labels on the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would kill all insects that infest plants, shrubs, fruit trees, and flowers, whereas, in fact and in truth, the article would not kill all insects that infest plants, shrubs, fruit trees, and flowers; (6) and that the words, to wit, "For Rose Bugs and Ants of all sorts, which are particularly hard to kill, use from four to eight ounces of 'Readeana' with one gallon of water and apply with a sprayer early in the morning or after sunset," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against all rose bugs and ants of all sorts if prepared in the proportion and strength of 4 to 8 ounces of the article to 1 gallon of water and applied thereto with a sprayer early in the morning and after sunset, whereas, in fact and in truth, the article would not be effective against all rose bugs and ants of all sorts if prepared in the proportion and strength of 4 to 8 ounces of the article to 1 gallon of water and applied thereto with a sprayer early in the morning or after sunset; (7) and that the words "For Mealy Bug, For Red Spider, For Woolly Aphis, For Green Fly, For Wood Ticks, For Snails, For Mildew, For Currant and Grape Worms, For Caterpillars and a great variety of other insects. From two to six ounces of 'Readeana' to a gallon of water will be found sufficient to clear the plants and vegetables of all insects," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against mealy bug, red spider, mildew, and all currant and grape worms, and all caterpillars, and that the article would clear plants and vegetables of all insects, if prepared and applied thereto in the proportion and strength of 2 to 6 ounces of the article to a gallon of water, whereas, in fact and in truth, the article would not be effective against mealy bug, red spider, mildew, and all currant and grape worms, and all caterpillars, and would not clear plants and vegetables of all insects, if prepared and applied thereto in the proportion and strength of 2 to 6 ounces of the article to a gallon of water; (8) and that the words "For Black Rot on grape vines, spray Spring and Fall, using four ounces of 'Redeana' Rose Bug Exterminator to a gallon of water," borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against black rot on grape vines if prepared in the proportion and strength of 4 ounces of the article to a gallon of water and applied thereto by spraying in the spring and fall, whereas, in fact and in truth, the article would not be effective against black rot on grape vines if prepared in the proportion and strength of 4 ounces of the article to a gallon of water and applied thereto by spraying in spring and fall; (9) and that the words "Hard-Wooded or Large Plants and Shrubs should be brushed with the Wash with a paint brush or sponge to remove Mealy Bug,"

borne on the circulars inclosed with the bottles in the cartons, were calculated to deceive and mislead the purchaser into the belief that the article would be effective against mealy bug on hard-wooded or large plants and shrubs if applied thereto with a paint brush or sponge, whereas, in fact and in truth, the article would not be effective against mealy bug on hard-wooded or large plants and shrubs if applied thereto with a paint brush or sponge. Misbranding of the article was alleged further in that it was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of an inert substance, water, which ingredient does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on any label on the packages or bottles, nor, in lieu of the name and percentage amount of the inert ingredient, were the names and percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of the inert ingredient present in the article stated plainly and correctly, or at all, on any label on the packages or bottles.

On January 6, 1916, the defendant, William J. Reade, withdrew his plea of not guilty previously entered, and entered a plea of guilty, and the court imposed a fine of \$7.50.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., *July 27, 1916.*

**218. Adulteration and misbranding of "Soluble Pine Oil." U. S. v. The Chamberlain Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 333. Dom. No. 8366.)**

On December 13, 1915, the United States attorney for the Western District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed an information in the District Court of the United States for said district against The Chamberlain Co., Pittsburgh, Pa., a corporation, alleging the shipment and delivery for shipment, on April 24, 1913, from Pittsburgh, in the State of Pennsylvania, to Wheeling, in the State of West Virginia, of a quantity of an article called "Soluble Pine Oil" which was adulterated and misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 6 cans labeled as follows: "One Gallon Soluble Pine Oil The Chamberlain Company Sanitarians Manufacturing Chemists Grant Street and Sixth Avenue Pittsburgh, Pa. \* \* \* Chamberlain Soluble Pine Disinfectant Also a Most Powerful Germicide and Antiseptic. Economical, Safe and Effective. Made from the fragrant southern pine oil. \* \* \*"

Adulteration of the article was alleged in that it was an insecticide and fungicide other than Paris green and lead arsenate, and that its strength and purity fell below the professed standard or quality under which it was sold, for the reason that the words and statement on each of the labels "Soluble Pine Oil," and "Made from the fragrant southern pine oil," purported to state, and professed, that the article was of the standard and quality of strength and purity of consisting and being composed wholly and of being made entirely of pine oil, and was sold under the said professed standard and quality of purity and strength, whereas the article fell below the professed standard and quality of purity and strength in that it consisted, was composed, and was made principally and for the most part of substances other than pine oil, to wit, mineral oil, resin soap, and water. Adulteration of the article was alleged further, in that the words and statement, "Soluble Pine Oil," and "Made from the fragrant southern pine oil," borne on each of the labels, purported, professed, and conveyed the meaning and impression that the article consisted, and was composed

wholly, and was made entirely, of pine oil, whereas, in fact and in truth, substances other than pine oil, to wit, mineral oil, resin soap, and water, had been substituted in part for pine oil.

Misbranding of the article was alleged in that it was an insecticide and fungicide; and that the statements, to wit, "Soluble Pine Oil," and "Made from the fragrant southern pine oil," borne on the labels on the cans, were false and misleading in that they conveyed the meaning and impression that the article consisted, was composed wholly, and was made entirely, of pine oil, whereas, in fact and in truth, the article consisted principally and for the most part of substances other than pine oil, to wit, mineral oil, rosin soap, and water; and that the statement, "The Chamberlain Company, Sanitariums, Manufacturing Chemists, Grant Street and Sixth Avenue, Pittsburgh, Pa., borne on the labels on the cans, was false and misleading in that it conveyed the meaning and impression that the article was manufactured by The Chamberlain Co., and that the article was manufactured at the city of Pittsburgh, in the State of Pennsylvania, whereas, in fact and in truth, the article was not manufactured by The Chamberlain Co., and was not manufactured at the city of Pittsburgh, in the State of Pennsylvania. Misbranding of the article was alleged further, in that the words borne on the labels, "The Chamberlain Company, Sanitariums, Manufacturing Chemists, Grant Street and Sixth Avenue, Pittsburgh, Pa., conveyed the meaning and impression that the article was manufactured and produced in the State of Pennsylvania, whereas, in fact and in truth, the article was not manufactured or produced in the State of Pennsylvania, but was manufactured and produced in the State of Ohio. Misbranding of the article was alleged further, in that the words and statements on each of the labels, "Soluble Pine Oil," and "Made from the fragrant southern pine oil," were calculated to deceive and mislead the purchaser into the belief that the article consisted, was composed wholly, and was made entirely, of pine oil, whereas, in fact and in truth, the article consisted, was composed, and was made principally and for the most part, of substances other than pine oil, to wit, mineral oil, rosin soap, and water; and in that the words borne on each of the labels, "The Chamberlain Company, Sanitariums, Manufacturing Chemists, Grant Street and Sixth Avenue, Pittsburgh, Pa.," were calculated to deceive and mislead the purchaser into the belief that the article was manufactured by The Chamberlain Co., and that it was manufactured at the city of Pittsburgh, in the State of Pennsylvania, whereas, in fact and in truth, the article was not manufactured by The Chamberlain Co., and was not manufactured at the city of Pittsburgh, in the State of Pennsylvania. Misbranding of the article was alleged further, in that it consisted partially of an inert substance, water, which inert ingredient did not and does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the article, nor, in lieu of the name and percentage amount of the inert ingredient, were the names and percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties, and the total percentage of the inert ingredient present in the article, stated plainly and correctly, or at all, on each or any of the labels.

On January 6, 1916, the defendant, The Chamberlain Co., entered a plea of guilty, and the court imposed a fine of \$25 and costs.

CARL YROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.



**219. Misbranding of "Simplex." U. S. v. Forty Packages of Simplex and Twenty-two Drums of Simplex. Decree of condemnation, forfeiture, and sale. (I. & F. No. 335. S. No. 22. Dom. Nos. 10087, 10088.)**

On July 2, 1915, the United States attorney for the District of Indiana, acting upon a report by the Secretary of Agriculture, filed a libel in the District Court of the United States for said district, praying condemnation and forfeiture of 40 packages and 22 drums of an article called "Simplex." It was alleged that the article had been transported from Utica, N. Y., to Indianapolis, Ind., remained in the original unbroken packages, and was misbranded within the meaning of the Insecticide Act of 1910. Each of the 40 packages bore the following label: "Simplex Kills bugs on plant life. Simplex Kills potato bugs and prevents blight. H. J. Smith & Co., Utica, New York. Guaranteed by H. J. Smith & Co. under the Insecticide Act of 1910. Serial No. 464 A. 2½ pounds. Directions for Using Dry: Mix 1 lb. with 100 lbs. land plaster or use pure if desired. The quantity required depends upon the size of the vines. The more freely it is used the better the plant will thrive. Apply early in the morning when the dew is on so it will stick and not blow away. Apply when the vines are young and insects first appear. Directions for using in Solution: Mix 5 lbs. into fifty gallons of clear water for general spraying. Be sure the agitator is working properly to keep it thoroughly stirred up. The ordinary sprayer tank holds about sixty gallons. By putting in fifty gallons of solution it will keep it from spilling over the top. It will be found convenient for small gardens to punch holes in bottom of can and use as a sifter. 2½ pounds. For dry dusting potatoes, cabbage, currants, cucumbers, squash, melons, roses. How and when to spray: Apple—Canker worm, codling moth, scab. 1st application. Spray before buds start. 2nd. After the blossoms have formed, but before they open. 3rd. Within a week after blossoms have fallen. Bean—Anthracnose. 1st application. When blossoms appear. 2nd. 10 days later repeat. 3rd. 10 to 14 days later. Cabbage—Worms, aphids. 1st application. When worms first appear. 2nd. If worms or aphides are present, repeat if plants are not heading. 3rd. If aphides or worms reappear. Cherry—Rot, aphids, curculio and slug. 1st application. Before buds start. 2nd. When fruit has set. 3rd. 10 to 12 days later, if signs of rot appear, repeat. Currant—Worms, mildew. 1st application. As soon as worms are seen. 2nd. If they reappear repeat. 3rd. If worms still trouble. Grape—Flea beetle, fungous diseases. 1st application. Before buds start. 2nd. When first leaves are half grown. 3rd. As soon as fruit has set repeat. Peach, Apricot—Leaf-curl, curculio, mildew and rot. 1st application. Before buds swell. 2nd. As soon as fruit has set. 3rd. 10 to 12 days later repeat. Potato—Beetle, scab, blight. 1st application. For scab, soak seed in solution. 2nd. When beetles or their larvæ appear. 3rd. Repeat whenever necessary. Raspberry, Blackberry—Anthracnose, rust. 1st application. Cut out badly diseased canes. 2nd. When new canes are one foot high. 3rd. 10 to 14 days later. Rose—Mildew, black spot, red spider, aphids. 1st application. Mildew: Keep heating pipes painted with powder mixed with water to a paste. 2nd. Black spot: Spray plants once a week. 3rd. Red spider: under side of foliage. Tomato—Rot and blight, worms. 1st application. When first fruits have set. 2nd. If disease appears repeat. 3rd. If necessary." Each of the 22 drums bore the following label: "Gross 100, Net, 90, Simplex, H. J. Smith & Co., Elmira, N. Y."

Misbranding of the article contained in the 40 packages was alleged in that it was an insecticide and fungicide, and that the packages and labels thereof bore statements regarding the article which were false and misleading, and that the article was labeled and branded so as to deceive and mislead the pur-

chaser (1) in that the statements, "Simplex Kills bugs on plant life. Simplex Kills potato bugs and prevents blight," borne on each of the labels, conveyed the meaning and impression that the article would kill all bugs which affect and infest plant life, that the article would kill potato bugs, and that it would prevent blight on plants, whereas the article would not kill all bugs which affect and infest plant life, would not kill potato bugs, and would not prevent blight of plants; (2) that the statements, "Directions for using Dry: Mix 1 lb. with 100 lbs. land plaster or use pure if desired. The quantity required depends upon the size of the vines. The more freely it is used the better the plant will thrive. Apply early in the morning when the dew is on so it will not blow away. Apply when the vines are young and insects first appear," and "It will be found convenient for small gardens to punch holes in bottom of can and use as a sifter," and "For dry dusting potatoes, cabbage, currants, cucumbers, squash, melons, roses," borne on each of the labels, conveyed the meaning and impression that the article would be effective against all insects which affect and infest potatoes, cabbage, currants, cucumbers, squash, melons, and roses, if applied to said plants and vines by dry dusting in the method and manner directed on the labels, whereas the article would not be effective against all insects which affect and infest potatoes, cabbage, currants, cucumbers, squash, melons, and roses, if applied to said plants and vines by dry dusting in the method and manner directed on the labels; (3) that the statements, "Directions for using in Solution: Mix 5 lbs. into fifty gallons of clear water for general spraying. Be sure the agitator is working properly to keep it thoroughly stirred up," and "How and When to Spray: Apple—Canker worm, codling moth, scab. 1st application. Spray before buds start. 2nd. After the blossoms have formed, but before they open. 3rd. Within a week after blossoms have fallen. Bean—Anthracnose. 1st application. When blossoms appear. 2nd. 10 days later repeat. 3rd. 10 to 14 days later. Cabbage—Worms, aphids. 1st application. When worms first appear. 2nd. If worms or aphides are present, repeat if plants are not heading. 3rd. If aphides or worms reappear. Cherry—Rot, aphids, curculio and slug. 1st application. Before buds start. 2nd. When fruit has set. 3rd. 10 to 12 days later, if signs of rot appear, repeat. Currant—Worms, mildew. 1st application. As soon as worms are seen. 2nd. If they reappear repeat. 3rd. If worms still trouble. Grape—Flea beetle, fungous diseases. 1st application. Before buds burst. 2nd. When first leaves are half grown. 3rd. As soon as fruit has set repeat. Peach, Apricot—Leaf-curl, curculio, mildew and rot. 1st application. Before buds swell. 2nd. As soon as fruit has set. 3rd. 10 to 12 days later repeat. Potato—Beetle, scab, blight. 1st application. For scab, soak seed in solution. 2nd. When beetles or their larvae appear. 3rd. Repeat whenever necessary. Raspberry, Blackberry—Anthracnose, rust. 1st application. Cut out badly diseased canes. 2nd. When new canes are one foot high. 3rd. 10 to 14 days later. Rose—Mildew, black spot, red spider, aphids. 1st application. Mildew: Keep heating pipes painted with powder mixed with water to a paste. 2nd. Black spot: Spray plants once a week. 3rd. Red spider: under side of foliage. Tomato—Rot and blight, worms. 1st application. When first fruits have set. 2nd. If disease appears repeat. 3rd. If necessary," borne on each of the labels, conveyed the meaning and impression that the article, if prepared in the strength and proportion, and applied by spraying in the manner directed on the labels, would be effective against canker worms, cabbage aphids, cherry rot, cherry curculio, currant worms, currant mildew, grape flea-beetle, fungus diseases of the grape, peach leaf-curl, peach and apricot curculio, peach mildew, peach rot, potato beetle, potato scab, potato blight, raspberry and blackberry anthracnose, rose mildew, rose black spot, red

spider, rose aphid, tomato rot, tomato blight and tomato worms, whereas, the article, if prepared in the strength and proportion, and applied by spraying in the manner, directed on the labels, would not be effective against the said insects, fungi, and fungus diseases; (4) and that the statement "2½ pounds," borne on each of the labels, conveyed the meaning and impression that each of the packages contained 2½ pounds of the article, whereas each of the packages contained less than 2½ pounds of the article. Misbranding of the article was alleged further, in that it was an insecticide and fungicide, that it was in package form, and that the contents of the packages were stated in terms of weight, but they were not correctly stated on the outside of the packages, in that the words and figures "2½ pounds," borne on each of the labels on the outside of the packages containing the article, purported and stated that the contents of each of the packages was 2½ pounds of the article, whereas the contents of each of the packages was not 2½ pounds of the article, but was less than 2½ pounds thereof. Misbranding of the article was alleged further, in that it was an insecticide and fungicide other than Paris greens and lead arsenates, and that it consisted completely of an inert substance, partially air-slaked lime, which substance does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the article.

Misbranding of the article contained in the 22 drums was alleged in that the article was an insecticide and fungicide other than Paris greens and lead arsenates, and that it consisted completely of an inert substance, partially air-slaked lime, which substance does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the drums containing the article.

On November 17, 1915, a decree of condemnation, forfeiture, and sale was entered, and it was ordered by the court that the marshal, before making the sale, remove and obliterate all marks, brands, and figures indicating the substance contained in the containers, and rebrand the same by placing thereon "Simplex, H. J. Smith & Co., Utica, N. Y."

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**220. Misbranding of "Rat-Mum." U. S. v. Vermin Exterminator Co. Plea of guilty. Fine, \$50 and costs. (I. & F. No. 330. Dom. No. 8095.)**

At the November term, 1915, of the District Court of the United States for the District of Indiana the grand jurors of the United States within and for the said district returned an indictment against the Vermin Exterminator Co., Indianapolis, Ind., a corporation, alleging the shipment and delivery for shipment, on August 15, 1913, from Indianapolis, in the State of Indiana, to Pittsburgh, in the State of Pennsylvania, of a certain quantity of an article called "Rat-Mum" which was misbranded within the meaning of the Insecticide Act of 1910. The article was contained in 144 packages, each package labeled as follows: "Trade Mark—'Rat-Mum' 25 Cents Kills \* \* \* Rats, Mice, Roaches and Ants. They dry up with no smell. Cats and Dogs will not eat Rat-Mum. The Vermin Exterminator Co., Indianapolis, Ind., U. S. A. \* \* \*."

Misbranding of the article was alleged in the indictment in that the article was an insecticide other than Paris greens and lead arsenates, and that it consisted partially of inert substances, to wit, all substances in the article other than free phosphorus, which inert substances were paraffin, wheat starch and wheat tissues, corn starch and corn tissues, bone, animal tissues, and odor of



phosphorus, which inert substances did not and do not destroy, repel, or mitigate insects, and the names and percentage amounts of each and every one of which inert ingredients were not stated at all on each or any of the packages containing the article, and, in lieu of the names and percentage amounts of each and every ingredient, the names and percentage amounts of each and every ingredient having insecticidal properties and a total percentage of the inert ingredients were not stated plainly and correctly and were not stated at all on each or any of the labels.

On November 29, 1915, the defendant, the Vermin Exterminator Co., entered a plea of guilty, and the court imposed a fine of \$50 and costs.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

**221. Misbranding of "Moorman's Stock Dip and Disinfectant." U. S. v. Fifteen Packages of Moorman's Stock Dip and Disinfectant. Default decree of condemnation and forfeiture. Product ordered destroyed. (I. & F. No. 331. S. No. 21. Dom. Nos. 9777, 9778.)**

On May 27, 1915, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed a libel in the District Court of the United States for said district, praying condemnation and forfeiture of 3 drums and 12 cans of an article called "Moorman's Stock Dip and Disinfectant," intended to be used as an insecticide, and remaining unsold and in the original, unbroken packages at St. Joseph, Mo. It was alleged in the libel that the 3 drums of the article were transported in interstate commerce from Quincy, in the State of Illinois, to St. Joseph, in the State of Missouri, on March 9, 1915, and that the 12 cans were transported in interstate commerce from Quincy, in the State of Illinois, to St. Joseph, in the State of Missouri, on April 28, 1915, that the article in both shipments remained unsold and in the original, unbroken packages, at Indianapolis, Ind., and that it was misbranded within the meaning of the Insecticide Act of 1910. The article contained in the 3 drums was labeled: "Moorman's Stock Dip & Disinfectant Made by The Moorman Mfg. Co., Quincy, Ill. 'Moorman's' Stock Dip and Disinfectant Standardized." The article contained in the 12 cans was labeled: "Moorman's Stock Dip and Disinfectant Standardized For Horses, Cattle, Sheep, Hogs, Poultry and Disinfectant Purposes Made and sold only by The Moorman Manufacturing Co. Live Stock Remedies and Stockmen's Supplies Quincy Illinois. \* \* \* For Hogs \* \* \* Skin Diseases—Mix one part 'Moorman's' Stock Dip and Disinfectant to seventy parts warm water and dip each hog in this solution once every ten days until they are thoroughly healed. For Horses and Cattle Lice and Skin Diseases—Mix one part 'Moorman's' Stock Dip and Disinfectant to seventy-five parts warm water. Use a stiff brush, broom or spray pump, making sure in any case that the entire body is thoroughly soaked. \* \* \*

Misbranding of the article contained in the 12 cans was alleged in that it was an insecticide, and that the statement regarding the article, borne on each of the cans, "For hogs \* \* \* Skin Diseases—Mix one part 'Moorman's' Stock Dip and Disinfectant to seventy parts warm water and dip each hog in the solution once every ten days until they are thoroughly healed," was false and misleading in that it conveyed the meaning and impression that the article, if prepared and applied to hogs in the strength and manner directed, would be effective against all skin diseases which affect hogs, whereas, in fact and in truth, the article, if prepared and applied in the strength and manner directed, would not be effective against all skin diseases which affect hogs; and that the statement regarding the article, borne on each of the cans,

"For Horses and Cattle Lice and Skin Diseases—Mix one part 'Moorman's' Stock Dip and Disinfectant to seventy-five parts warm water. Use a soft brush, broom or spray pump, making sure in any case that the entire body is thoroughly soaked," was false and misleading in that it conveyed the meaning and impression that the article, if prepared and applied to horses and cattle in the strength and manner directed, would be effective against all skin diseases which affect horses and cattle, whereas, in fact and in truth, the article, if prepared and applied to horses and cattle in the strength and manner directed, would not be effective against all skin diseases which affect horses and cattle. Misbranding of the article in the 12 cans was alleged further, in that it was an insecticide, and that it was labeled and branded so as to deceive and mislead the purchasers thereof, for the reason that the statement borne on the packages, to wit, "For Hogs \* \* \* Skin Diseases—Mix one part 'Moorman's' Stock Dip and Disinfectant to seventy parts warm water and dip each hog in this solution once every ten days until they are thoroughly healed," was calculated to deceive and mislead the purchaser into the belief that the article, if prepared and applied to hogs in the strength and manner directed, would be effective against all skin diseases which affect hogs, whereas, in fact and in truth, the article, if prepared and applied to hogs in the strength and manner directed, would not be effective against all skin diseases which affect hogs; and that the statements borne on the packages, "For Horses and Cattle Lice and Skin Diseases—Mix one part 'Moorman's' Stock Dip and Disinfectant to seventy-five parts warm water. Use a stiff brush, broom, or spray pump, making sure in any case that the entire body is thoroughly soaked," were calculated to deceive and mislead the purchaser into the belief that the article, if prepared and applied to horses and cattle in the strength and manner directed, would be effective against all skin diseases which affect horses and cattle, whereas, in fact and in truth, the article, if prepared and applied to horses and cattle in the strength and manner directed, would not be effective against all skin diseases which affect horses and cattle.

Misbranding of the article in both shipments was alleged in that it was an insecticide other than Paris green and lead arsenates, and that it consisted partially of an inert substance, water, which substance does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of the inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the articles, and, in lieu of the name and percentage amount of the inert ingredient, the names and percentage amounts of each and every ingredient of the article having insecticidal properties and the total percentage of the inert ingredient present were not stated plainly and correctly, or at all, on each or any of the labels on the packages containing the article.

On July 12, 1915, no claimant having appeared for the goods, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be destroyed by the United States marshal.

CARL VROOMAN, *Acting Secretary of Agriculture.*

WASHINGTON, D. C., July 27, 1916.

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